

Question 1 - Attachment 1

2200 W. Lusher Street, Elkhart, Indiana

LEASE AGREEMENT

Between

INDRATECH LLC
a Michigan limited liability company
Tenant

and

SOUTHSHORE PROPERTIES INDIANA, LLC
an Indiana limited liability company
Landlord

Dated: July 25, 2006

US EPA RECORDS CENTER REGION 5



468868

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made as of the twenty-fifth day of July 2006, by and between INDRATECH LLC ("Tenant"), a Michigan limited liability company, 2735 Paldan Drive, Auburn Hills, Michigan 48326 and SOUTHSORE PROPERTIES INDIANA, LLC ("Landlord"), an Indiana limited liability company, 3515 Lakeshore Drive, St. Joseph, Michigan 49085.

WITNESSETH:

1. PREMISES.

Landlord leases to Tenant and Tenant leases from Landlord under the terms and conditions specified in this Lease the following space in "AS IS" condition: approximately 32,448 rentable square feet of the Building located at 2200 W. Lusher Street, Elkhart, Indiana, as outlined on the plan marked Exhibit 1 attached hereto ("the Premises"). In this Lease, the Building and surrounding premises are called the "Property."

2. TERM.

The Term of this Lease is five years and ten months and the Commencement Date of this Lease is July 28, 2006. The Termination Date of this Lease will be at midnight on May 27, 2012 unless terminated earlier in accordance with other provisions of this Lease.

3. RENT.

Rent is due and payable in advance on the first day of each month by Tenant to Landlord at the address provided by Landlord. The initial and final month's Rent may be prorated. Monthly Base Rent is according to the following schedule beginning on the Commencement Date and continuing during the Term of this Lease:

July 28, 2006 to January 27, 2007	\$0.00
January 28, 2007 to January 27, 2009	7,841.60
January 28, 2009 to January 27, 2010	8,382.40
January 28, 2010 to January 27, 2011	8,382.40 plus Consumer Price Index
January 28, 2011 to January 27, 2012	8,382.40 plus Consumer Price Index
January 28, 2012 to May 27, 2012	8,382.40 plus Consumer Price Index

The monthly Base Rent will be adjusted based on any increase in the Consumer Price Index (U.S. City Average, All Urban Consumers, All Items, 1982-1984 equaling a base of 100, U.S. Department of Labor, Bureau of Labor Statistics) beginning January 28, 2010. The Consumer Price Index for the month of November 2008 will be the Base Period Consumer Price Index. The Consumer Price Index for the months of November 2009, November 2010 and November 2011 will be the Adjustment Periods Consumer Price Index.

The monthly Base Rent for the period beginning January 28, 2010 through January 27, 2011 will be the monthly Base Rent of \$8,382.40 multiplied by the November 2009 Adjustment Period Consumer Price Index and divided by the Base Period Consumer Price Index.

The monthly Base Rent for the period beginning January 28, 2011 through January 27, 2012 will be the monthly Base Rent of \$8,382.40 multiplied by the November 2010 Adjustment Period Consumer Price Index and divided by the Base Period Consumer Price Index.

The monthly Base Rent for the period beginning January 28, 2012 through May 27, 2012 will be the monthly Base Rent of \$8,382.40 multiplied by the November 2011 Adjustment Period Consumer Price Index and divided by the Base Period Consumer Price Index.

The obligation to pay Rent hereunder is independent of each and every other covenant and agreement contained in this Lease. If monthly Rent is not received by the Landlord by the fifth day of each month, then additional Rent is due by Tenant to Landlord in the amount of five percent (5%) of the total past due Rent amount.

4. GENERAL RULES OF OCCUPANCY.

(a) Janitorial and General Maintenance.

Tenant will regularly perform cleaning of the Premises and provide all related cleaning supplies. Tenant will promptly repair in a workmanlike manner all damage caused to the Premises, Building or Property by Tenant or its employees, agents or persons doing business with it.

(b) Utilities.

Tenant will be responsible for the payment of all utilities used on the Premises. The Premises are separately metered by utility companies. Tenant will place all utility accounts in the name of Tenant and Tenant will pay all utility charges directly to the utility companies.

(c) Waste Disposal.

Tenant will be responsible for contracting with an independent trash removal firm to remove any trash resulting from Tenant's operations. Placement of the dumpster will be at Landlord's direction.

(d) Landlord Access.

Tenant will allow Landlord access to the Premises for the purpose of maintaining the Premises or showing the Premises to potential tenants only if Landlord's duly authorized agents have executed the Confidentiality Agreement attached hereto as Exhibit II.

(e) Signage.

Tenant may place signs on the Premises only upon prior written consent of Landlord and in compliance with applicable codes and ordinances.

(f) Snowplowing and Lawn care.

Landlord will be responsible for snow removal from driveways, docks and parking areas only and lawn care. Tenant will be responsible for the removal of snow and ice from adjacent sidewalks, steps and the exterior doors of the Premises. Tenant will be responsible for one half of the cost of snow removal from the Property and Landlord will invoice Tenant for its share of the snow removal cost which Tenant will pay within thirty (30) days of receipt of the invoice.

(g) Security and Communications.

Tenant will be responsible for installing and maintaining intrusion security, and voice and data communications for the Premises in accordance with Tenant's requirements.

(h) Fire Protection.

Tenant will be responsible for installing and maintaining adequate fire protection for the Premises in accordance with Tenant's requirements. At a minimum, Landlord requires that Tenant install and maintain five (5) fire extinguishers within the Premises.

(i) Parking.

The Tenant parking area will be as designated by Landlord. Tenant may not park storage or non-employee owned vehicles around the exterior of the Premises.

(j) Tenant Improvements.

Landlord agrees to perform the following Tenant Improvements to the Premises at Landlord's cost:

- Clean the office carpeting.
- Paint, or cover with new wallboard, the interior and exterior (to the warehouse) office walls and generally clean the offices.
- Construct an exterior shelter with metal siding around the dock area to include dock bumpers and dock seals.
- Provide one (1) dock plate for Tenant's use.
- Complete the exterior metal siding project in progress as of the Commencement Date of this Lease.

Tenant may perform, at its option, the following Tenant Improvements to the Premises at Tenant's cost and Tenant will provide Landlord with work specifications prior to work commencement for Landlord's approval, which will not be unreasonably withheld:

- Seal the warehouse floor.
- Install electrical, compressed air and water distribution systems.
- Cut two (2) approximate one (1) foot by one (1) foot openings in the roof for placement of exhaust ducts.

5. USE OF PREMISES.

It is understood that Tenant will use the Premises to manufacture and distribute fiber products and to conduct related office operations. The Premises may not be used for any other purpose unless such use is agreed to in writing by Landlord, which consent will not be unreasonably withheld. Tenant's use of the Premises will be in a legal, careful, safe and proper manner and will at all times conform to applicable laws, ordinances and regulations respecting the use and occupancy of the Premises. Tenant will comply with all applicable regulations of insurers of the Premises and with the directions of any public officer authorized by law with respect to Tenant's use and occupancy of the Premises. Tenant's employees, agents, representatives, or contractors may not smoke within the Building.

The Premises are leased with rights in common with the Landlord and all others (including any other tenant or tenants of the Property, claiming under the Landlord or otherwise) from time to time lawfully entitled thereto. Tenant will be permitted the non-exclusive use of driveways, walkways, parking areas and other common areas of the Property for their intended purposes. From time to time, Landlord may, at its option, for the benefit of all tenants, assign parking to individual companies that occupy the Property.

6. SUBLEASING AND ASSIGNMENT.

Tenant has no right to sublet any portion of the Premises. Tenant has the right to assign or otherwise transfer all of Tenant's rights under this Lease to a to be established, affiliated legal entity authorized to do business in the State of Indiana by providing written notice to Landlord of the assignment of this Lease. Notwithstanding the previous sentence, Tenant will continue to be responsible for all its obligations and responsibilities under this Lease, including the payment of Rent, in the event that this Lease is assigned by Tenant to another party.

7. REPAIRS AND MAINTENANCE.

Tenant, at its expense, will keep the Premises in good order, repair and condition, and in compliance with all laws, ordinances and regulations, at all times during the full Term of this Lease performing all maintenance and promptly making all repairs and alterations that may be necessary as a result of Tenant's use or occupancy of the Premises; provided, however, that Landlord will, at its expense, keep the following parts of the Premises in good order, repair and condition: the roof, exterior walls (it is understood that exterior walls do not include overhead

doors, door openers or pedestrian doors), floors, foundations and footings existing as of the Commencement Date of this Lease or constructed by Landlord as Tenant Improvements of this Lease. Notwithstanding anything herein to the contrary, Tenant will be responsible for all repairs and promptly fix it on or about the Premises or Building that are occasioned by Tenant's negligent or willful conduct, and that of its agents, employees and persons doing business with it.

The Tenant will notify Landlord immediately in the event that any support columns or load bearing walls within the Premises or Building are impacted, hit, or otherwise damaged in any manner by the Tenant, or its employees, invitees, or representatives. Landlord will perform the work associated with repairs and replacements determined by Landlord to be necessary. Tenant will be responsible for the costs of all repairs or replacement of any damaged columns or load bearing walls within the Premises or Building. Tenant will make payment for all costs associated with such repairs or replacements within thirty (30) days after receipt of an invoice from Landlord. If Tenant fails to make a repair for which Tenant is responsible and after thirty (30) days written notice from Landlord requesting that Tenant make such repair, then Landlord may make such repair and invoice Tenant for the cost of the repair as additional Rent.

8. ALTERATIONS AND ADDITIONS.

Tenant may not alter or add to the Premises, either exterior or interior, without Landlord's prior written consent, which will not be unreasonably withheld. All right, title and interest to any or all alterations and additions to the Premises, except for trade fixtures and removable equipment, will be the property of Landlord at Landlord's option and will be deemed to be a part of the Premises and will remain on and be surrendered with the Premises upon the termination of this Lease without cost or expense to Landlord. At the termination of this Lease, Tenant will remove its trade fixtures and removable equipment and all alterations and additions which Landlord requests Tenant to remove, all at Tenant's expense, and Tenant will promptly repair all damage to the Premises resulting from such removal.

9. LIABILITY.

Landlord assumes no responsibility for loss or damage to any property located on the Premises, it being the express understanding of the parties that the Tenant, upon taking possession of the Premises, accepts the same in its then-existing condition and that the cost of insuring against such risk of loss, whether it be personal injury, loss to contents, business interruption or losses of any other kind or nature, is not reflected in the Rent called for in this Lease and is accordingly being borne by the Tenant. Tenant agrees to save and hold Landlord harmless from all liability for damages to any person or property arising out of the use, occupancy or control of the Premises, or the streets, driveways, sidewalks and parking areas adjacent thereto, except for liability arising out of the wrongful acts of the Landlord.

10. WAIVER OF SUBROGATION.

Each party covenants and agrees that the other party will not be liable to it, or those holding by, or through or under it, by subrogation or otherwise, on account of any loss or damage to the Premises or the contents thereof caused by fire, or any other risks enumerated in standard extended coverage insurance including any such loss or damage resulting in whole or in part from the negligence of the other party, or any of them, their employees, agents or invitees, including any failure to make a repair.

11. TAXES AND INSURANCE.

Tenant is responsible for personal property stored on the Premises and any related taxes. Tenant is responsible for its pro rata share (50.9%) of real estate taxes related to the Property. Landlord will maintain fire and extended insurance coverage on the Property and Tenant is responsible for the cost of such insurance attributable to the Premises. Landlord estimates that Tenant's pro rata share of real estate taxes and attributable fire and extended insurance coverage ("Tenant Taxes and Insurance") is \$.40 per square foot per year or \$1,086.49 per month as of the Commencement Date of this Lease. Landlord will estimate the cost of Tenant Taxes and Insurance as of January 1 of each calendar year within the Term of this Lease and Landlord will invoice Tenant for the estimated cost of Tenant Taxes and Insurance monthly as additional Rent during the Term of this Lease. Landlord will reconcile the estimated cost of Tenant Taxes and Insurance and the actual cost of Tenant Taxes and Insurance as of January 1 of each calendar year within the Term of this Lease and Landlord will either credit and pay Tenant or charge Tenant additional Rent appropriately with supporting documentation provided to Tenant.

Tenant agrees to provide public liability insurance in the minimum single limit amount of One Million and no/100 Dollars (\$1,000,000.00) and will cause the Landlord's name to be endorsed on said policy as an additional insured as it relates to the Premises. Tenant will keep such insurance in force during the Term hereof, and will deliver to Landlord a certificate listing Southshore Properties Indiana, LLC as an additional insured, and said insurance will remain in effect with a reputable insurance company for the full Term of occupancy.

12. ENVIRONMENTAL COMPLIANCE.

Tenant represents warrants and covenants to Landlord that Tenant will not generate, manufacture, store or otherwise handle any Hazardous Materials or Wastes in the Building, the Premises or on the Property. Tenant hereby covenants to Landlord that:

- (a) Tenant will (i) comply with all Laws applicable to the discharge, generation, manufacturing, removal, transportation, treatment, storage, disposal and handling of Hazardous Materials or Wastes as apply to the activities of the Tenant, its directors, officers, employees, agents, contractors, subcontractors, licensees, invitees, successors and assigns at the Premises (hereinafter called "Tenant" or "Agents"), (ii) remove any Hazardous Materials or Wastes from the Premises which were introduced to, generated at, or released from the Premises by Tenant or Agents in accordance with all applicable Laws and orders of governmental authorities having jurisdiction, (iii) pay or cause to be

paid all costs associated with such removal including restoration of the Premises, and (iv) indemnify Landlord from and against all losses, claims and costs arising out of the migration of Hazardous Materials or Wastes introduced to, generated at, or released from or through the Premises by Tenant or Agents into or onto or under other portions of the Building or the Property or other properties;

- (b) Tenant will keep the Property free of any lien imposed pursuant to any applicable Law in connection with the existence of Hazardous Materials or Wastes in or on the Premises;
- (c) Tenant will not install or permit to be installed in the Premises any asbestos, asbestos-containing materials, urea formaldehyde insulation or any other chemical or substance which has been determined to be a hazard to health and environment;
- (d) Tenant will not cause or permit to exist, as a result of an intentional or unintentional act or omission on the part of Tenant or Agents, a releasing, spilling, leaking, pumping, emitting, pouring, discharging, emptying or dumping of any Hazardous Materials or Wastes onto the Premises;
- (e) Tenant will give all notifications and prepare all reports required by Laws or any other law with respect to Hazardous Materials or Wastes existing on, released from or emitted from the Premises by Tenant or Agents;
- (f) Tenant will promptly notify Landlord in writing of any release, spill, leak, emittance, pouring, discharging, emptying or dumping of Hazardous Materials or Wastes in or on the Premises; and
- (g) Tenant will promptly notify Landlord in writing of any summons, citation, directive, notice, letter or other communication, written or oral, from any local, state or federal governmental agency, or of any claim or threat of claim known to Tenant, made by any third party relating to the presence or releasing, spilling, leaking, pumping, emitting, pouring, discharging, emptying or dumping of any Hazardous Materials or Wastes onto the Premises. The foregoing covenants will not apply to Hazardous Materials or Wastes existing in or at the Premises, Building or Property prior to the date of this Lease.

The term "Hazardous Materials or Wastes" will mean any hazardous or toxic materials, pollutants, chemicals, or contaminants, including without limitation asbestos, asbestos-containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls (PCBs) and petroleum products as defined, determined or identified as such in any Laws, as hereinafter defined. The term "Laws" means any federal, state, county, municipal or local laws, rules or regulations (whether now existing or hereinafter enacted or promulgated) including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601, et seq.; the Superfund Amendments and Reauthorization Act of 1986, Title 111, 42 U.S.C. 1101, et seq.; the Clean Air Act, 42 U.S.C. 7401, et seq.; the Safe Drinking Water Act, 42 U.S.C. 300(o), et seq.; the Solid Waste Disposal Act, 42 U.S.C. 3251, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. 1801, et seq.; the Resource Conservation Recovery Act, as amended, 42 U.S.C. 6901, et seq.; the Federal Water Pollution Control Act, as amended, 42 U.S.C. 1251, et seq.; the Toxic Substances Control Act of 1976, 15 U.S.C. 2601, et seq.; the Occupational Safety and Health Act, 29 U.S.C. 651, et seq.; the Oil Pollution Act of 1990, 33 U.S.C. 2701, et seq., any similar state laws, as well as any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments

Tenant hereby agrees to defend, indemnify and hold harmless Landlord, its employees, agents, contractors, subcontractors, licensees, invitees, successors and assigns from and against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including, without limitation, attorneys' fees and costs incurred in the investigation, defense and settlement of claims or remediation of contamination) incurred by such indemnified parties as a result of the acts of Tenant with respect to the presence at or removal of Hazardous Materials or Wastes from the Premises (except for Hazardous Materials or Wastes introduced to, generated at, or released by such indemnified parties, existing in or at the Premises, Building or Property prior to the date of this Lease) or as a result of or in connection with activities prohibited under this paragraph 12 of this Lease. Tenant will bear, pay and discharge, as and when the same become due and payable, any and all such judgments or claims for damages, penalties or otherwise against such indemnified parties, will hold such indemnified parties harmless against all such claim, losses, damages, liabilities, costs and expenses, and will assume the burden and expense of defending all suits, administrative proceedings, and negotiations of any description with any and all persons, political subdivisions or government agencies arising out of any of the occurrences that are Tenant's obligation, liability and responsibility as set forth in this paragraph 12 of this Lease.

13. DEFAULT.

In the event any Rent, or additional Rent, will be due and unpaid, or if said Premises will be abandoned or deserted, then upon failure to cure such default within five (5) days after the date of written notice of such default given by Landlord to Tenant, or, if default be made in any of the other covenants herein contained, then upon failure to cure such default within thirty (30) days after the date of written notice of such default given by Landlord to Tenant, it will be lawful for Landlord, its attorney, representatives and assigns, to do any of the following:

- (a) Elect to terminate this Lease, whereupon it will be lawful for the Landlord to reenter and repossess the Premises, and the Tenant and each and every occupant of the Premises will thereupon immediately vacate the Premises. This right will include the right to remove Tenant's signs and any other property in or on the Premises belonging to Tenant or to third parties. Tenant hereby agrees to pay to Landlord all expenses incurred in obtaining the Premises, including reasonable attorneys' fees, and also all loss or damage suffered or to be suffered by the Landlord because of the breach by Tenant of any covenant or condition of this Lease on said Tenant part to be paid or performed prior to the date of such reentry, including the obligation to make certain repairs as called for in this Lease, and after Tenant has completed the performance of its obligations as set forth above, this Lease will be of no further force and effect and neither party will have any rights or obligations hereunder to the other party; or,
- (b) Elect to treat this Lease as continuing, but terminate Tenant's right to possession thereof, and reenter and relet the Premises, or any part thereof, without thereby releasing Tenant from its obligations under this Lease for the account of Tenant for such Rent as may be obtainable during all or any part of the remaining period of the Term. This right will include the right to remove Tenant's signs. The rents so received by Landlord will be used first for the expenses of reentry and reletting, including reasonable attorneys' fees, costs of sign removal, repair and cleanup of the Premises together with all commissions and other expenses incurred in such reletting, with the balance of the rent being then applied to the Rent due hereunder. In such event, Tenant will be and remain liable for

any deficiency in Rent, said deficiency to be computed by first including the aforementioned costs and expenses, and then deducting the net rent received from the Rent as called for by the terms of the Lease. Any excess of such rent over the amounts called for by this Lease will be paid over to the Tenant and Tenant will continue nevertheless to remain liable under the terms of this Lease. The Landlord may at any time upon seven (7) days prior written notice to Tenant, and a failure on the part of the Tenant during such seven (7) day period to cure any of the defaults then existing hereunder (it being assumed the notice required by the opening provision of this paragraph was properly given prior to the action permitted by this subparagraph (b) having been taken), terminate the reletting of the Premises which Landlord had undertaken pursuant to the terms of this subparagraph and may thereupon elect to exercise its rights under the preceding subparagraph relative to termination of the Lease; or,

- (c) Permit the Tenant to remain in possession under this Lease and bring an action or successive actions for the damages suffered by the Landlord because of any breach or breaches of any covenant or condition without prejudice to the rights of the Landlord to pursue subsequent actions for any future breach or breaches of any covenant or condition contained in this Lease.

14. FIRE OR OTHER CASUALTY.

Tenant and Landlord mutually agree that if the Building and/or the Premises are partially or totally destroyed or damaged by fire or other hazard, then Landlord will, at its cost (supplemented by insurance or condemnation proceeds, if any) repair and restore the Building and/or the Premises as soon as is reasonably practicable to substantially the same condition in which the Building and/or the Premises were before such damage, provided however, that in the event the Building and/or the Premises are completely destroyed or so badly damaged as not to be useable by the Tenant for the purposes herein provided, or if the Building is damaged to such an extent so as to make the Premises not reasonably useable, then this Lease will be terminable at the discretion of the Landlord by serving written notice upon the Tenant; and provided, further, that in any event if repairs have not been commenced within one hundred twenty (120) days from the date of said damage and thereafter completed within six (6) months, this Lease may be immediately terminated by the Tenant by serving written notice upon the Landlord.

In the event the Premises or the Building are completely destroyed or so damaged by fire or other hazard that it cannot reasonably be used by the Tenant for the purposes herein provided, and this Lease is not terminated as above provided, then there will be an abatement of Rent until said Premises are made useable. In the event the Building or the Premises are partially destroyed or damaged by fire or other hazard so that it can only be partially used by the Tenant for the purposes herein provided, then there will be a partial abatement in the Rent corresponding to the time and extent to which said Building or Premises cannot be used by the Tenant.

Tenant and Landlord agree that any taking by public authority will be treated as destruction or damage by fire for purposes of this Lease. To the extent not used to repair and restore the Building and/or the Premises, the proceeds of insurance and the proceeds of any condemnation award will be paid as follows:

- (a) Landlord will be entitled to the proceeds of all insurance required of Landlord under this Lease and to all condemnation proceeds not payable to Tenant as set forth below; and
- (b) Tenant will be entitled to the proceeds of all insurance required of Tenant under this Lease and to all condemnation proceeds awarded to Tenant for business interruption, moving expenses, the unamortized cost of Tenant's improvements at the Premises, and the diminution in the value of this leasehold.

15. SURRENDER OF THE PREMISES.

Upon the expiration or termination of this Lease, Tenant will, at its expense, remove Tenant's goods and effects and those of all persons claiming under Tenant, and will leave the Premises peaceably and quietly. Tenant will surrender and yield up the Premises in the same condition as on the Commencement Date and in a clean and orderly condition, damage by casualty insured against excepted and ordinary wear and tear excepted (the parties agree for purposes of this Lease, that any damage to walls, floors, ceilings or other property, however caused, will not be deemed ordinary wear and tear). In the event of any holding over, Tenant will be liable to Landlord for use and occupancy in the amount of one-twentieth (1/20) of the monthly Rent herein called for, for each day of said holding over, provided however, that this provision will not be construed as precluding Landlord from asserting a claim for damages resulting from said holdover. Any such holding over will be construed as a tenancy from day to day and not for any longer period. Any property left in the Premises after the expiration or termination of this Lease will be deemed to have been abandoned and the property of Landlord to dispose of at Tenant's cost and as Landlord deems appropriate.

16. SECURITY DEPOSIT.

Tenant will pay to Landlord a security deposit in the amount of \$7,841.60 upon signing this Lease as security for Tenant's obligations under this Lease. Landlord will refund the security deposit to Tenant after Tenant's vacation of the Premises at the expiration or termination of this Lease after first applying the security deposit to any unpaid Rent or in payment of any other Tenant obligation under this Lease.

17. NOTICES.

Whenever in this Lease it will be required or permitted that notice or demand be given or served by Tenant or Landlord, such notice or demand will be given or served in writing and sent to the Tenant and Landlord as follows:

TENANT:

Indratech LLC
2735 Paldan Drive
Auburn Hills, Michigan 48326

LANDLORD:

Mr. Philip H. Maki
Southshore Companies
3515 Lakeshore Drive
St. Joseph, Michigan 49085

All such notices will be sent by certified or registered mail and will, except as otherwise provided in this Lease, be effective three (3) days after the date of mailing. Any such address may be changed from time to time by Tenant or Landlord serving notice and following this same procedure.

18. QUIET ENJOYMENT.

Landlord has the full right and authority to execute this Lease and perform its obligations pursuant to this Lease, to grant the estate demised herein, and that Tenant, upon payment of Rent and performance of its covenants herein contained, will peaceably and quietly have, hold and enjoy the Premises during the full Term of this Lease, without interference by anyone. Landlord further represents to Tenant that as of the date of this Lease there are no recorded or to Landlord's actual knowledge unrecorded mortgages, deeds of trust or other liens on the Property, the Building or the Premises.

19. INSPECTION BY LANDLORD.

Landlord may, upon giving prior notice to Tenant (except for an emergency, in which event such prior notice to Tenant will not be required), by its duly authorized agents, enter upon and inspect the Premises and thereafter request that Tenant make any necessary repairs (as required of Tenant pursuant to this Lease) to the Premises and perform any work therein that may be required of Tenant pursuant to this Lease and necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority, or as required by the insurance company insuring the Building and required of Tenant pursuant to this Lease, and only if Landlord's duly authorized agents have executed the Confidentiality Agreement attached hereto as Exhibit II.

20. OPTION TO EXTEND TERM.

Tenant has the right to extend the Term of this Lease for an additional five (5) year term (the "Option Term") commencing on May 28, 2012 and continuing through May 27, 2017 by providing at least one hundred twenty (120) days prior written notice to Landlord before the Termination Date of this Lease, and only if Tenant is not in default of this Lease at the time notice is given or at any time thereafter. If Tenant properly extends the Term of this Lease according to the procedures of this paragraph of this Lease, then wherever in this Lease the word "Term" is used, it will refer to the entire extended Term of this Lease including the Option Term.

The monthly Base Rent during the Option Term of this Lease will be calculated using the same procedure of Consumer Price Index increases as shown in paragraph 3 of this Lease beginning upon commencement of the Option Term.

21. MISCELLANEOUS.

- (a) It is agreed that the Landlord may promulgate reasonable rules and regulations with regard to the conduct of the Tenant, other tenants and their invitees within the Building and Property. In the event of any conflict between said rules and regulations and the terms and conditions of this Lease, the terms and conditions of this Lease will prevail.
- (b) The Landlord and the Tenant agree that all provisions of this Lease will be binding upon the successors and assigns of the parties hereto.
- (c) The captions throughout this Lease are inserted as a matter of convenience only and in no way confine, limit or describe the scope or intent of any paragraph of this Lease.
- (d) This Lease will be governed in all respects by the laws of the State of Indiana.
- (e) In no event will Tenant or Landlord be liable in any manner for lost profits or any special, consequential, exemplary or incidental damages arising out of or in any way connected with this Lease.
- (f) In the event that Tenant or Landlord institutes legal proceedings to enforce the provisions of this Lease, the losing party in such action will promptly pay all reasonable attorneys' fees and expenses incurred by the prevailing party in prosecuting or defending such claim.
- (g) One or more waivers by Tenant or Landlord of any breach of any covenant or condition or any forbearance of such breach will not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Tenant or Landlord to any act by Tenant or Landlord requiring consent or approval will not be deemed to waive or render unnecessary such consent or approval to any subsequent similar act by Tenant or Landlord.
- (h) This Lease contains the entire understanding of Tenant and Landlord with respect to the subject matter of this Lease and supersedes any and all prior and contemporaneous understandings of the Tenant and Landlord (written or oral) with respect to the subject matter of this Lease. No amendment to this Lease or any provision of this Lease will be effective unless in writing and signed by Tenant and Landlord, their successors or assigns.
- (i) Tenant and Landlord each agree to defend, indemnify and hold the other harmless from and against any and all claims for a real estate brokerage commission arising out of any act of the indemnifying party in connection with this Lease.
- (j) Tenant represents to Landlord that it is authorized to enter into and execute this Lease and incur and perform the obligations of Tenant under this Lease.

IN WITNESS WHEREOF, INDRATECH LLC and SOUTHSORE PROPERTIES INDIANA, LLC have executed this Lease Agreement pursuant to proper authority as of the year and day first above written.

TENANT:

LANDLORD:

INDRATECH LLC
LLC

SOUTHSORE PROPERTIES INDIANA,

By: Suresh Khambh

By: P. K. / W

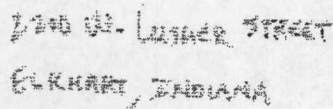
Its: PRESIDENT

Its: ASSISTANT TREASURER

Date: 7-27-06

Date: 7-27-06

THE UNIVERSITY OF CHICAGO
LIBRARY
1000 S. EAST ASIAN LIBRARY



1. Name	2. Address	3. City	4. State	5. Zip
6. Telephone	7. E-mail	8. Fax	9. Other	10. Other
11. Name	12. Address	13. City	14. State	15. Zip
16. Telephone	17. E-mail	18. Fax	19. Other	20. Other
21. Name	22. Address	23. City	24. State	25. Zip
26. Telephone	27. E-mail	28. Fax	29. Other	30. Other
31. Name	32. Address	33. City	34. State	35. Zip
36. Telephone	37. E-mail	38. Fax	39. Other	40. Other
41. Name	42. Address	43. City	44. State	45. Zip
46. Telephone	47. E-mail	48. Fax	49. Other	50. Other
51. Name	52. Address	53. City	54. State	55. Zip
56. Telephone	57. E-mail	58. Fax	59. Other	60. Other
61. Name	62. Address	63. City	64. State	65. Zip
66. Telephone	67. E-mail	68. Fax	69. Other	70. Other
71. Name	72. Address	73. City	74. State	75. Zip
76. Telephone	77. E-mail	78. Fax	79. Other	80. Other
81. Name	82. Address	83. City	84. State	85. Zip
86. Telephone	87. E-mail	88. Fax	89. Other	90. Other
91. Name	92. Address	93. City	94. State	95. Zip
96. Telephone	97. E-mail	98. Fax	99. Other	100. Other

Exhibit II
To Lease Agreement Dated July
Between Indratech LLC and Southshore
Properties Indiana, LLC

VISITOR CONFIDENTIALITY AGREEMENT

This Agreement is entered into by Indratech LLC, a Michigan limited liability company with its principal place of business at 2735 Paldan Dr Auburn Hills, MI 48326 (hereinafter referred to as "Indratech")

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Visitor and Indratech agree:

1. The Visitor will not at any time directly or indirectly reproduce, disclose, divulge, disseminate, publish, reveal, or otherwise make known (a) the fact that the Visitor and Indratech have executed this Agreement, or (b) the names of Indratech parts and components, or (c) any information, design, specification, idea, concept, plan, copy, formula, drawing, process, procedure or other confidential information or anything related to or bearing on the same (all or any part thereof hereinafter referred to as the "Confidential Information"), which is now or in the future disclosed to the Visitor in connection with evaluation, study, design, supply, production or other work for Indratech.

Confidential Information does not include information which is: (i) known to the Visitor or any affiliated company of the Visitor at the time of its disclosure to the Visitor without breach of this Agreement; (ii) becomes publicly known through no wrongful act of the Visitor or any affiliated company of the Visitor; (iii) received by the Visitor from a third party which has no obligation of confidentiality and without breach of the restrictions contained in this Agreement; or (iv) is approved for release by Indratech in writing. Confidential Information may be disclosed if required by court order or governmental agency to be disclosed, provided that Indratech is informed of the court order and is given a reasonable opportunity to prevent disclosure of or have the Confidential Information maintained as confidential under protective order.

2. The Visitor will not use any Confidential Information which is disclosed to or in possession or control of the Company except in determining the feasibility of conducting study or research for Indratech or otherwise only in compliance with written instructions of Indratech.

3. Promptly upon completion of the Visitors work or its determination that it cannot do such or further work or at any time at Indratech's request, the Visitor shall return immediately to Indratech all information, documents and records of any kind, notes, memoranda and any and all parts, components, samples or other items made or fabricated for Indratech by the Visitors agents or contractors, containing or derived from any Confidential Information.

4. The Visitor (a) acknowledges that all of the Confidential Information is the subject of and is subject to measures taken by Indratech designed to prevent it, in the ordinary course of business, from being available to persons other than those selected by Indratech to have access thereto for limited purposes and (b) agrees that the Confidential Information shall be presumed to be secrets of and proprietary to Indratech.

5. The Visitor agrees to mark or label the Confidential Information in compliance with Indratech's instructions if any, and to maintain and comply with any marks or labels placed thereon by Indratech.

6. In the event that a breach of the Agreement by the Visitor occurs or is threatened, Indratech shall be entitled to injunctive relief restraining the Visitor from using or disclosing, in whole or in part, directly or indirectly, any Confidential Information, as well as damages for such use or disclosure, if any.

7. This Agreement (a) shall become effective from the Effective Date and terminate on the third (3rd) anniversary thereof, (b) is exclusive as to its subject matter and supercedes all prior agreements regarding the same subject matter, except that it is concurrent with the reciprocal confidentiality agreement dated the same date hereof which shall also be effective and enforceable, (c) shall be construed under the local laws of the State of Michigan, (d) shall not be amended unless executed in writing by a duly authorized representative of each party to this Agreement, and (e) may be executed in one or more counterparts, by facsimile, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

Indratech LLC _____

By: S. W. Khan

Date: 7-27-06

(Print) Company Name Southshore Properties

(Print) Name Philip A. Maki

Sign: P. A. Maki

Date: 7-27-06

Question 1 - Attachment 2

2150 W. Lusher Street, Elkhart, Indiana

LEASE AGREEMENT

Between

INDRATECH LLC
a Michigan limited liability company
Tenant

and

SOUTHSHORE PROPERTIES INDIANA, LLC
an Indiana limited liability company
Landlord

Dated: October 22, 2010

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made as of the twenty-second day of October 2010, by and between INDRATECH LLC ("Tenant"), a Michigan limited liability company, 2735 Paldan Drive, Auburn Hills, Michigan 48326 and SOUTHSORE PROPERTIES INDIANA, LLC ("Landlord"), an Indiana limited liability company, 3515 Lakeshore Drive, St. Joseph, Michigan 49085.

WITNESSETH:

1. PREMISES.

Landlord leases to Tenant and Tenant leases from Landlord under the terms and conditions specified in this Lease the following space in "AS IS" condition: approximately 31,299 rentable square feet of the Building located at 2150 W. Lusher Street, Elkhart, Indiana, as outlined on the plan marked Exhibit I attached hereto ("the Premises"). In this Lease, the Building and surrounding premises are called the "Property". Notwithstanding anything to the contrary in this Lease, subject to Tenant improvements ("Tenant Improvements"), Landlord represents to Tenant that Landlord has not received actual notice that the Building does not comply with applicable laws, regulations, rules, codes and ordinances of governmental authorities.

2. TERM.

The Term of this Lease is two years and ten days and the Commencement Date of this Lease is October 22, 2010. The Termination Date of this Lease will be at midnight on October 31, 2012 unless terminated earlier in accordance with other provisions of this Lease.

3. RENT.

Rent is due and payable in advance, without demand and without deduction, on the first day of each month by Tenant to Landlord at the address provided by Landlord. Monthly Rent is \$6,520.63 beginning on December 1, 2010 and continuing during the Term of this Lease. The obligation to pay Rent hereunder is independent of each and every other covenant and agreement contained in this Lease. If monthly Rent is not received by the Landlord by the fifth day of each month, then additional Rent is due by Tenant to Landlord in the amount of five percent (5%) of the total past due Rent amount.

4. GENERAL RULES OF OCCUPANCY.

(a) Janitorial and General Maintenance.

Tenant will regularly perform cleaning of the Premises and provide all related cleaning supplies. Tenant will promptly repair in a workmanlike manner all damage caused to the Premises, Building or Property by Tenant or its employees, agents or persons doing business with it.

(b) Utilities.

Tenant will be responsible for the payment of all utilities used on the Premises. The Premises are separately metered by utility companies. Tenant will place all utility accounts in the name of Tenant and Tenant will pay all utility charges directly to the utility companies.

(c) Waste Disposal.

Tenant will be responsible for contracting with an independent trash removal firm to remove any trash resulting from Tenant's operations. Placement of the dumpster will be at Landlord's direction.

(d) Landlord Access.

Tenant will allow Landlord access to the Premises for the purpose of maintaining the Premises or showing the Premises to potential tenants only if Landlord's duly authorized agents have executed the Confidentiality Agreement attached hereto as Exhibit II.

(e) Signage.

Tenant may place signs on the Premises only upon prior written consent of Landlord and in compliance with applicable codes and ordinances.

(f) Snowplowing and Lawn care.

Tenant will be responsible for snow removal from driveways, docks and parking areas only and lawn care. Tenant will be responsible for the removal of snow and ice from adjacent sidewalks, steps and the exterior doors of the Premises.

(g) Security and Communications.

Tenant will be responsible for installing and maintaining intrusion security, and voice and data communications for the Premises in accordance with Tenant's requirements.

(h) Fire Protection.

Tenant will be responsible for installing and maintaining adequate fire protection for the Premises in accordance with Tenant's requirements. At a minimum, Landlord requires that Tenant install and maintain five (5) fire extinguishers within the Premises.

(i) Parking.

The Tenant parking area will be as designated by Landlord. Tenant may not park storage or non-employee owned vehicles around the exterior of the Premises.

(j) Tenant Improvements.

Landlord agrees to perform the following Tenant Improvements to the Premises at Landlord's cost not to exceed \$20,000:

Enclose the area between the 2150 and 2200 W. Lusher Street buildings with metal panels, relocate and upgrade existing lighting in the connector, install a ground level overhead door and man door in the connector for ground level access from the truck parking area and improve the two existing dock doors at the 2150 W. Lusher Street building by installing manual overhead doors, dock seals and truck bumpers. Landlord will also reactivate both large overhead doors at the 2150 W. Lusher Street building.

5. USE OF PREMISES.

It is understood that Tenant will use the Premises to manufacture and distribute fiber products and to conduct related office operations. The Premises may not be used for any other purpose unless such use is agreed to in writing by Landlord, which consent will not be unreasonably withheld. Tenant's use of the Premises will be in a legal, careful, safe and proper manner and will at all times conform to applicable laws, ordinances and regulations respecting the use and occupancy of the Premises. Tenant will comply with all applicable regulations of insurers of the Premises and with the directions of any public officer authorized by law with respect to Tenant's use and occupancy of the Premises. Tenant's employees, agents, representatives, or contractors may not smoke within the Building.

The Premises are leased with rights in common with the Landlord and all others (including any other tenant or tenants of the Property, claiming under the Landlord or otherwise) from time to time lawfully entitled thereto. Tenant will be permitted the non-exclusive use of driveways, walkways, parking areas and other common areas of the Property for their intended purposes. From time to time, Landlord may, at its option, for the benefit of all tenants, assign parking to individual companies that occupy the Property.

6. SUBLEASING.

Tenant has no right to sublet any portion of the Premises.

7. REPAIRS AND MAINTENANCE.

Tenant, at its expense, will keep the Premises in good order, repair and condition, and in compliance with all laws, ordinances and regulations, at all times during the full Term of this Lease performing all maintenance and promptly making all repairs and alterations that may be necessary as a result of Tenant's use or occupancy of the Premises; provided, however, that Landlord will, at its expense, keep the following parts of the Premises in good order, repair and condition: the roof, exterior walls (it is understood that exterior walls do not include overhead doors, door openers or pedestrian doors), floors, foundations and footings existing as of the Commencement Date of this Lease. Notwithstanding anything herein to the contrary, Tenant will be responsible for all repairs and promptly fix it on or about the Premises or Building that

are occasioned by Tenant's negligent or willful conduct, and that of its agents, employees and persons doing business with it.

The Tenant will notify Landlord immediately in the event that any support columns or load bearing walls within the Premises or Building are impacted, hit, or otherwise damaged in any manner by the Tenant, or its employees, invitees, or representatives. Landlord will perform the work associated with repairs and replacements determined by Landlord to be necessary. Tenant will be responsible for the costs of all repairs or replacement of any damaged columns or load bearing walls within the Premises or Building. Tenant will make payment for all costs associated with such repairs or replacements within thirty (30) days after receipt of an invoice from Landlord. If Tenant fails to make a repair for which Tenant is responsible and after thirty (30) days written notice from Landlord requesting that Tenant make such repair, then Landlord may make such repair and invoice Tenant for the cost of the repair as additional Rent.

8. ALTERATIONS AND ADDITIONS.

Tenant may not alter or add to the Premises, either exterior or interior, without Landlord's prior written consent, which will not be unreasonably withheld. All right, title and interest to any or all alterations and additions to the Premises, except for trade fixtures and removable equipment, will be the property of Landlord at Landlord's option and will be deemed to be a part of the Premises and will remain on and be surrendered with the Premises upon the termination of this Lease without cost or expense to Landlord. At the termination of this Lease, Tenant will remove its trade fixtures and removable equipment and all alterations and additions which Landlord requests Tenant to remove, all at Tenant's expense, and Tenant will promptly repair all damage to the Premises resulting from such removal.

9. LIABILITY.

Landlord assumes no responsibility for loss or damage to any property located on the Premises, it being the express understanding of the parties that the Tenant, upon taking possession of the Premises, accepts the same in its then-existing condition and that the cost of insuring against such risk of loss, whether it be personal injury, loss to contents, business interruption or losses of any other kind or nature, is not reflected in the Rent called for in this Lease and is accordingly being borne by the Tenant. Tenant agrees to save and hold Landlord harmless from all liability for damages to any person or property arising out of the use, occupancy or control of the Premises, or the streets, driveways, sidewalks and parking areas adjacent thereto, except for liability arising out of the wrongful acts of the Landlord.

10. WAIVER OF SUBROGATION.

Each party covenants and agrees that the other party will not be liable to it, or those holding by, or through or under it, by subrogation or otherwise, on account of any loss or damage to the Premises or the contents thereof caused by fire, or any other risks enumerated in standard extended coverage insurance including any such loss or damage resulting in whole or in part from the negligence of the other party, or any of them, their employees, agents or invitees, including any failure to make a repair.

11. TAXES AND INSURANCE.

Tenant is responsible for personal property stored on the Premises and any related taxes. Tenant is responsible for its pro rata share (49.1%) of real estate taxes related to the Property. Landlord will maintain fire and extended insurance coverage on the Property and Tenant is responsible for the cost of such insurance attributable to the Premises. Landlord estimates that Tenant's pro rata share of real estate taxes and attributable fire and extended insurance coverage ("Tenant Taxes and Insurance") is \$.529 per square foot per year or \$1,379.76 per month as of the Commencement Date of this Lease. Landlord will estimate the cost of Tenant Taxes and Insurance as of January 1 of each calendar year within the Term of this Lease and Landlord will invoice Tenant for the estimated cost of Tenant Taxes and Insurance monthly as additional Rent during the Term of this Lease. Landlord will reconcile the estimated cost of Tenant Taxes and Insurance and the actual cost of Tenant Taxes and Insurance as of January 1 of each calendar year within the Term of this Lease and Landlord will either credit and pay Tenant or charge Tenant additional Rent appropriately with supporting documentation provided to Tenant.

Tenant agrees to provide public liability insurance in the minimum single limit amount of One Million and no/100 Dollars (\$1,000,000.00) and will cause the Landlord's name to be endorsed on said policy as an additional insured as it relates to the Premises. Tenant will keep such insurance in force during the Term hereof, and will deliver to Landlord a certificate listing Southshore Properties Indiana, LLC as an additional insured, and said insurance will remain in effect with a reputable insurance company for the full Term of occupancy.

12. ENVIRONMENTAL COMPLIANCE.

Tenant represents warrants and covenants to Landlord that Tenant will not generate, manufacture, store or otherwise handle any Hazardous Materials or Wastes in the Building, the Premises or on the Property. Tenant hereby covenants to Landlord that:

- (a) Tenant will (i) comply with all Laws applicable to the discharge, generation, manufacturing, removal, transportation, treatment, storage, disposal and handling of Hazardous Materials or Wastes as apply to the activities of the Tenant, its directors, officers, employees, agents, contractors, subcontractors, licensees, invitees, successors and assigns at the Premises (hereinafter called "Tenant" or "Agents"), (ii) remove any Hazardous Materials or Wastes from the Premises which were introduced to, generated at, or released from the Premises by Tenant or Agents in accordance with all applicable Laws and orders of governmental authorities having jurisdiction, (iii) pay or cause to be paid all costs associated with such removal including restoration of the Premises, and (iv) indemnify Landlord from and against all losses, claims and costs arising out of the migration of Hazardous Materials or Wastes introduced to, generated at, or released from or through the Premises by Tenant or Agents into or onto or under other portions of the Building or the Property or other properties;
- (b) Tenant will keep the Property free of any lien imposed pursuant to any applicable Law in connection with the existence of Hazardous Materials or Wastes in or on the Premises;

- (c) Tenant will not install or permit to be installed in the Premises any asbestos, asbestos-containing materials, urea formaldehyde insulation or any other chemical or substance which has been determined to be a hazard to health and environment;
- (d) Tenant will not cause or permit to exist, as a result of an intentional or unintentional act or omission on the part of Tenant or Agents, a releasing, spilling, leaking, pumping, emitting, pouring, discharging, emptying or dumping of any Hazardous Materials or Wastes onto the Premises;
- (e) Tenant will give all notifications and prepare all reports required by Laws or any other law with respect to Hazardous Materials or Wastes existing on, released from or emitted from the Premises by Tenant or Agents;
- (f) Tenant will promptly notify Landlord in writing of any release, spill, leak, emittance, pouring, discharging, emptying or dumping of Hazardous Materials or Wastes in or on the Premises; and
- (g) Tenant will promptly notify Landlord in writing of any summons, citation, directive, notice, letter or other communication, written or oral, from any local, state or federal governmental agency, or of any claim or threat of claim known to Tenant, made by any third party relating to the presence or releasing, spilling, leaking, pumping, emitting, pouring, discharging, emptying or dumping of any Hazardous Materials or Wastes onto the Premises. The foregoing covenants will not apply to Hazardous Materials or Wastes existing in or at the Premises, Building or Property prior to the date of this Lease.

The term "Hazardous Materials or Wastes" will mean any hazardous or toxic materials, pollutants, chemicals, or contaminants, including without limitation asbestos, asbestos-containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls (PCBs) and petroleum products as defined, determined or identified as such in any Laws, as hereinafter defined. The term "Laws" means any federal, state, county, municipal or local laws, rules or regulations (whether now existing or hereinafter enacted or promulgated) including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601, et seq.; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. 1101, et seq.; the Clean Air Act, 42 U.S.C. 7401, et seq.; the Safe Drinking Water Act, 42 U.S.C. 300(o), et seq.; the Solid Waste Disposal Act, 42 U.S.C. 3251, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. 1801, et seq.; the Resource Conservation Recovery Act, as amended, 42 U.S.C. 6901, et seq.; the Federal Water Pollution Control Act, as amended, 42 U.S.C. 1251, et seq.; the Toxic Substances Control Act of 1976, 15 U.S.C. 2601, et seq.; the Occupational Safety and Health Act, 29 U.S.C. 651, et seq.; the Oil Pollution Act of 1990, 33 U.S.C. 2701, et seq., any similar state laws, as well as any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments.

Tenant hereby agrees to defend, indemnify and hold harmless Landlord, its employees, agents, contractors, subcontractors, licensees, invitees, successors and assigns from and against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including, without limitation, attorneys' fees and costs incurred in the investigation, defense and settlement of claims or remediation of contamination) incurred by such indemnified parties as a result of the acts of Tenant with respect to the presence at or removal of Hazardous Materials or Wastes from the Premises (except for Hazardous Materials or Wastes introduced to, generated at, or released by such indemnified parties, existing in or at the Premises, Building or Property prior to the date

of this Lease) or as a result of or in connection with activities prohibited under this paragraph 12 of this Lease. Tenant will bear, pay and discharge, as and when the same become due and payable, any and all such judgments or claims for damages, penalties or otherwise against such indemnified parties, will hold such indemnified parties harmless against all such claim, losses, damages, liabilities, costs and expenses, and will assume the burden and expense of defending all suits, administrative proceedings, and negotiations of any description with any and all persons, political subdivisions or government agencies arising out of any of the occurrences that are Tenant's obligation, liability and responsibility as set forth in this paragraph 12 of this Lease.

13. DEFAULT.

In the event any Rent, or additional Rent, will be due and unpaid, or if said Premises will be abandoned or deserted, then upon failure to cure such default within five (5) days after the date of written notice of such default given by Landlord to Tenant, or, if default be made in any of the other covenants herein contained, then upon failure to cure such default within thirty (30) days after the date of written notice of such default given by Landlord to Tenant, it will be lawful for Landlord, its attorney, representatives and assigns, to do any of the following:

- (a) Elect to terminate this Lease, whereupon it will be lawful for the Landlord to reenter and repossess the Premises, and the Tenant and each and every occupant of the Premises will thereupon immediately vacate the Premises. This right will include the right to remove Tenant's signs and any other property in or on the Premises belonging to Tenant or to third parties. Tenant hereby agrees to pay to Landlord all expenses incurred in obtaining the Premises, including reasonable attorneys' fees, and also all loss or damage suffered or to be suffered by the Landlord because of the breach by Tenant of any covenant or condition of this Lease on said Tenant part to be paid or performed prior to the date of such reentry, including the obligation to make certain repairs as called for in this Lease, and after Tenant has completed the performance of its obligations as set forth above, this Lease will be of no further force and effect and neither party will have any rights or obligations hereunder to the other party; or,
- (b) Elect to treat this Lease as continuing, but terminate Tenant's right to possession thereof, and reenter and relet the Premises, or any part thereof, without thereby releasing Tenant from its obligations under this Lease for the account of Tenant for such Rent as may be obtainable during all or any part of the remaining period of the Term. This right will include the right to remove Tenant's signs. The rents so received by Landlord will be used first for the expenses of reentry and reletting, including reasonable attorneys' fees, costs of sign removal, repair and cleanup of the Premises together with all commissions and other expenses incurred in such reletting, with the balance of the rent being then applied to the Rent due hereunder. In such event, Tenant will be and remain liable for any deficiency in Rent, said deficiency to be computed by first including the aforementioned costs and expenses, and then deducting the net rent received from the Rent as called for by the terms of the Lease. Any excess of such rent over the amounts called for by this Lease will be paid over to the Tenant and Tenant will continue nevertheless to remain liable under the terms of this Lease. The Landlord may at any time upon seven (7) days prior written notice to Tenant, and a failure on the part of the Tenant during such seven (7) day period to cure any of the defaults then existing hereunder (it being assumed the notice required by the opening provision of this paragraph was properly given prior to the action permitted by this subparagraph (b)

having been taken), terminate the reletting of the Premises which Landlord had undertaken pursuant to the terms of this subparagraph and may thereupon elect to exercise its rights under the preceding subparagraph relative to termination of the Lease; or.

- (c) Permit the Tenant to remain in possession under this Lease and bring an action or successive actions for the damages suffered by the Landlord because of any breach or breaches of any covenant or condition without prejudice to the rights of the Landlord to pursue subsequent actions for any future breach or breaches of any covenant or condition contained in this Lease.

14. FIRE OR OTHER CASUALTY.

Tenant and Landlord mutually agree that if the Building and/or the Premises are partially or totally destroyed or damaged by fire or other hazard, then Landlord will, at its cost (supplemented by insurance or condemnation proceeds, if any) repair and restore the Building and/or the Premises as soon as is reasonably practicable to substantially the same condition in which the Building and/or the Premises were before such damage, provided however, that in the event the Building and/or the Premises are completely destroyed or so badly damaged as not to be useable by the Tenant for the purposes herein provided, or if the Building is damaged to such an extent so as to make the Premises not reasonably useable, then this Lease will be terminable at the discretion of the Landlord by serving written notice upon the Tenant; and provided, further, that in any event if repairs have not been commenced within one hundred twenty (120) days from the date of said damage and thereafter completed within six (6) months, this Lease may be immediately terminated by the Tenant by serving written notice upon the Landlord.

In the event the Premises or the Building are completely destroyed or so damaged by fire or other hazard that it cannot reasonably be used by the Tenant for the purposes herein provided, and this Lease is not terminated as above provided, then there will be an abatement of Rent until said Premises are made useable. In the event the Building or the Premises are partially destroyed or damaged by fire or other hazard so that it can only be partially used by the Tenant for the purposes herein provided, then there will be a partial abatement in the Rent corresponding to the time and extent to which said Building or Premises cannot be used by the Tenant.

Tenant and Landlord agree that any taking by public authority will be treated as destruction or damage by fire for purposes of this Lease. To the extent not used to repair and restore the Building and/or the Premises, the proceeds of insurance and the proceeds of any condemnation award will be paid as follows:

- (a) Landlord will be entitled to the proceeds of all insurance required of Landlord under this Lease and to all condemnation proceeds not payable to Tenant as set forth below; and
- (b) Tenant will be entitled to the proceeds of all insurance required of Tenant under this Lease and to all condemnation proceeds awarded to Tenant for business interruption, moving expenses, the unamortized cost of Tenant's improvements at the Premises, and the diminution in the value of this leasehold.

15. SURRENDER OF THE PREMISES.

Upon the expiration or termination of this Lease, Tenant will, at its expense, remove Tenant's goods and effects and those of all persons claiming under Tenant, and will leave the Premises peaceably and quietly. Tenant will surrender and yield up the Premises in the same condition as on the Commencement Date and in a clean and orderly condition, damage by casualty insured against excepted and ordinary wear and tear excepted (the parties agree for purposes of this Lease, that any damage to walls, floors, ceilings or other property, however caused, will not be deemed ordinary wear and tear). In the event of any holding over, Tenant will be liable to Landlord for use and occupancy in the amount of one-twentieth (1/20) of the monthly Rent herein called for, for each day of said holding over, provided however, that this provision will not be construed as precluding Landlord from asserting a claim for damages resulting from said holdover. Any such holding over will be construed as a tenancy from day to day and not for any longer period. Any property left in the Premises after the expiration or termination of this Lease will be deemed to have been abandoned and the property of Landlord to dispose of at Tenant's cost and as Landlord deems appropriate.

16. SECURITY DEPOSIT.

DELETED IN ITS ENTIRETY.

17. NOTICES.

Whenever in this Lease it will be required or permitted that notice or demand be given or served by Tenant or Landlord, such notice or demand will be given or served in writing and sent to the Tenant and Landlord as follows:

TENANT:

Dr. Surendra Khambete
Indratech LLC
2735 Paldan Drive
Auburn Hills, Michigan 48326

LANDLORD:

Mr. Philip H. Maki
Southshore Companies
3515 Lakeshore Drive
St. Joseph, Michigan 49085

All such notices will be sent by certified or registered mail and will, except as otherwise provided in this Lease, be effective three (3) days after the date of mailing. Any such address may be changed from time to time by Tenant or Landlord serving notice and following this same procedure.

18. QUIET ENJOYMENT.

Landlord has the full right and authority to execute this Lease and perform its obligations pursuant to this Lease, to grant the estate demised herein, and that Tenant, upon payment of

Rent and performance of its covenants herein contained, will peaceably and quietly have, hold and enjoy the Premises during the full Term of this Lease, without interference by anyone. Landlord further represents to Tenant that as of the date of this Lease there are no recorded or to Landlord's actual knowledge unrecorded mortgages, deeds of trust or other liens on the Property, the Building or the Premises.

19. INSPECTION BY LANDLORD.

Landlord may, upon giving prior notice to Tenant (except for an emergency, in which event such prior notice to Tenant will not be required), by its duly authorized agents, enter upon and inspect the Premises and thereafter request that Tenant make any necessary repairs (as required of Tenant pursuant to this Lease) to the Premises and perform any work therein that may be required of Tenant pursuant to this Lease and necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority, or as required by the insurance company insuring the Building and required of Tenant pursuant to this Lease, and only if Landlord's duly authorized agents have executed the Confidentiality Agreement attached hereto as Exhibit II.

20. MISCELLANEOUS.

- (a) It is agreed that the Landlord may promulgate reasonable rules and regulations with regard to the conduct of the Tenant, other tenants and their invitees within the Building and Property. In the event of any conflict between said rules and regulations and the terms and conditions of this Lease, the terms and conditions of this Lease will prevail.
- (b) The Landlord and the Tenant agree that all provisions of this Lease will be binding upon the successors and assigns of the parties hereto.
- (c) The captions throughout this Lease are inserted as a matter of convenience only and in no way confine, limit or describe the scope or intent of any paragraph of this Lease.
- (d) This Lease will be governed in all respects by the laws of the State of Indiana.
- (e) In no event will Tenant or Landlord be liable in any manner for lost profits or any special, consequential, exemplary or incidental damages arising out of or in any way connected with this Lease.
- (f) In the event that Tenant or Landlord institutes legal proceedings to enforce the provisions of this Lease, the losing party in such action will promptly pay all reasonable attorneys' fees and expenses incurred by the prevailing party in prosecuting or defending such claim.
- (g) One or more waivers by Tenant or Landlord of any breach of any covenant or condition or any forbearance of such breach will not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Tenant or Landlord to any act by Tenant or Landlord requiring consent or approval

will not be deemed to waive or render unnecessary such consent or approval to any subsequent similar act by Tenant or Landlord.

- (h) This Lease contains the entire understanding of Tenant and Landlord with respect to the subject matter of this Lease and supersedes any and all prior and contemporaneous understandings of the Tenant and Landlord (written or oral) with respect to the subject matter of this Lease. No amendment to this Lease or any provision of this Lease will be effective unless in writing and signed by Tenant and Landlord, their successors or assigns.
- (i) Tenant and Landlord each agree to defend, indemnify and hold the other harmless from and against any and all claims for a real estate brokerage commission arising out of any act of the indemnifying party in connection with this Lease.
- (j) Tenant represents to Landlord that it is authorized to enter into and execute this Lease and incur and perform the obligations of Tenant under this Lease.

IN WITNESS WHEREOF, INDRATECH LLC and SOUTHSORE PROPERTIES INDIANA, LLC have executed this Lease Agreement pursuant to proper authority as of the year and day first above written.

TENANT:

LANDLORD:

INDRATECH LLC

SOUTHSORE PROPERTIES INDIANA, LLC

By: Sanjay Khambale

By: P. N. Jali

Its: PRESIDENT

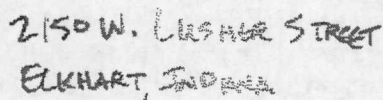
Its: DIRECTOR

Date: 10.29.2010

Date: 11-17-10

FIG. 1

1 INCH = 1 FOOT



Legend:

- ① Harrison Marker (found)
- ② Feedrind Spikes (found)
- ③ Iron Spikes (found)
- ④ Iron Nails (part)
- ⑤ Wooden Nail (part)
- ⑥ Utility pole/zip wire
- ⑦ Groundwater utility line

Patricia Robinson, Inc.
800-2001-2424

[illegible]

Survey & Location
for
Mervin Long Building Company, Inc.
Pt. SE1/4 Sec. 12 & Pt. NE1/4 Sec. 13, T37N,
Saugo Twp., Elkhart Co.
ELKHART, INDIANA

Marbach
Bookman, Books & Videos, etc.
Phone 726-6100 • 1000 S. Main St.

3225 Southview Dr
Elkhart, Indiana 4651
(574) 286-1010
Fax: (574) 282-3040
info@marbachp's.co
www.marbachp's.co

VISITOR CONFIDENTIALITY AGREEMENT

EXHIBIT II
TO LEASE AGREEMENT DATED December
22, 2015 BETWEEN Indratech, LLC AND
SOUTHWEST PROPERTIES COMPANY, LLC.

This Agreement is entered into by Indratech LLC, a Michigan limited liability company with its principal place of business at 2735 Paldan Dr Auburn Hills, MI 48326 (hereinafter referred to as "Indratech")

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Visitor and Indratech agree:

1. The Visitor will not at any time directly or indirectly reproduce, disclose, divulge, disseminate, publish, reveal, or otherwise make known (a) the fact that the Visitor and Indratech have executed this Agreement, or (b) the names of Indratech parts and components, or (c) any information, design, specification, idea, concept, plan, copy, formula, drawing, process, procedure or other confidential information or anything related to or bearing on the same (all or any part thereof hereinafter referred to as the "Confidential Information"), which is now or in the future disclosed to the Visitor in connection with evaluation, study, design, supply, production or other work for Indratech.

Confidential Information does not include information which is: (i) known to the Visitor or any affiliated company of the Visitor at the time of its disclosure to the Visitor without breach of this Agreement; (ii) becomes publicly known through no wrongful act of the Visitor or any affiliated company of the Visitor; (iii) received by the Visitor from a third party which has no obligation of confidentiality and without breach of the restrictions contained in this Agreement; or (iv) is approved for release by Indratech in writing. Confidential Information may be disclosed if required by court order or governmental agency to be disclosed, provided that Indratech is informed of the court order and is given a reasonable opportunity to prevent disclosure of or have the Confidential Information maintained as confidential under protective order.

2. The Visitor will not use any Confidential Information which is disclosed to or in possession or control of the Company except in determining the feasibility of conducting study or research for Indratech or otherwise only in compliance with written instructions of Indratech.

3. Promptly upon completion of the Visitors work or its determination that it cannot do such or further work or at any time at Indratech's request, the Visitor shall return immediately to Indratech all information, documents and records of any kind, notes, memoranda and any and all parts, components, samples or other items made or fabricated for Indratech by the Visitors agents or contractors, containing or derived from any Confidential Information.

4. The Visitor (a) acknowledges that all of the Confidential Information is the subject of and is subject to measures taken by Indratech designed to prevent it, in the ordinary course of business, from being available to persons other than those selected by Indratech to have access thereto for limited purposes and (b) agrees that the Confidential Information shall be presumed to be secrets of and proprietary to Indratech.

5. The Visitor agrees to mark or label the Confidential Information in compliance with Indratech's instructions if any, and to maintain and comply with any marks or labels placed thereon by Indratech.

6. In the event that a breach of the Agreement by the Visitor occurs or is threatened, Indratech shall be entitled to injunctive relief restraining the Visitor from using or disclosing, in whole or in part, directly or indirectly, any Confidential Information, as well as damages for such use or disclosure, if any.

7. This Agreement (a) shall become effective from the Effective Date and terminate on the third (3rd) anniversary thereof, (b) is exclusive as to its subject matter and supercedes all prior agreements regarding the same subject matter, except that it is concurrent with the reciprocal confidentiality agreement dated the same date hereof which shall also be effective and enforceable, (c) shall be construed under the local laws of the State of Michigan, (d) shall not be amended unless executed in writing by a duly authorized representative of each party to this Agreement, and (e) may be executed in one or more counterparts, by facsimile, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

Indratech LLC _____

(Print) Company Name _____

By: _____

(Print) Name _____

Date: _____

Sign: _____

Date: _____

THIRD AMENDMENT
TO LEASE AGREEMENT

This THIRD AMENDMENT TO LEASE AGREEMENT ("Third Amendment"), made this first day of November 2010 by and between INDRATECH LLC ("Tenant"), a Michigan limited liability company, 2735 Paldan Drive, Auburn Hills, Michigan 48326 and SOUTHSORE PROPERTIES INDIANA, LLC ("Landlord"), an Indiana limited liability company, 3515 Lakeshore Drive, St. Joseph, Michigan 49085.

WITNESSETH:

WHEREAS, Tenant and Landlord have heretofore entered into a Lease Agreement dated July 25, 2006; a First Amendment to Lease Agreement dated September 20, 2007; a Second Amendment to Lease Agreement dated July 26, 2010; and

WHEREAS, Tenant and Landlord hereby further amend the Lease Agreement as of November 1, 2010 as follows:

1. The RENTAL section of the Lease Agreement dated July 25, 2006 is replaced in its entirety by the following new RENTAL section:

"Rent is due and payable in advance, without demand and without deduction, on the first day of each month by Tenant to Landlord at the address provided by Landlord. Monthly Rent is according to the following schedule:

November 1, 2010 to April 30, 2012	\$8,536.49
May 1, 2012 through May 27, 2012	7,435.01

The obligation to pay Rent hereunder is independent of each and every other covenant and agreement contained in this Lease. If monthly Rent is not received by the Landlord by the fifth day of each month, then additional Rent is due by Tenant to Landlord in the amount of five percent (5%) of the total past due Rent amount."

2. The Snowplowing and Lawn care section of the Lease Agreement dated July 25, 2006 is replaced in its entirety by the following new Snowplowing and Lawn care section:

"Tenant will be responsible for snowplowing of driveways, docks and parking areas and lawn care around the exterior of the Premises. Tenant will be responsible for the removal of snow and ice from adjacent sidewalks, steps and the exterior doors of the Premises."

All other terms and conditions of the Lease Agreement dated July 25, 2006 will remain in full force and effect.

IN WITNESS WHEREOF, this Third Amendment has been executed by INDRATECH LLC and by SOUTHSORE PROPERTIES INDIANA, LLC pursuant to proper authority as of the day and year first above written.

TENANT:

INDRATECH LLC

By: Sumita Chaudhary

Title: PRESIDENT

Date: 10.29.2010

LANDLORD:

SOUTHSORE PROPERTIES
INDIANA, LLC

By: P.H. / J.W.

Title: DIRECTOR

Date: 11-17-10

SECOND AMENDMENT
TO LEASE AGREEMENT

This SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment"), made this twenty sixth day of July 2010 by and between INDRATECH LLC ("Tenant"), a Michigan limited liability company, 2735 Paldan Drive, Auburn Hills, Michigan 48326 and SOUTHSORE PROPERTIES INDIANA, LLC ("Landlord"), an Indiana limited liability company, 3515 Lakeshore Drive, St. Joseph, Michigan 49085.

WITNESSETH:

WHEREAS, Tenant and Landlord have heretofore entered into a Lease Agreement dated July 25, 2006; and

WHEREAS, Tenant and Landlord hereby amend the Lease Agreement as follows:

1. PREMISES.

As of July 27, 2010, the Premises is expanded to include approximately 27,800 square feet of warehouse space only in the building at 2150 W. Lusher, Elkhart, Indiana.

2. TERM.

The term of this Second Amendment and for Tenant's use of the warehouse space at 2150 W. Lusher, Elkhart, Indiana only will be from July 27, 2010 through August 4, 2010.

3. RENTAL.

Monthly rental will remain the same and there will be no additional Rental for the warehouse space at 2150 W. Lusher, Elkhart, Indiana.

All other terms and conditions of the Lease Agreement dated July 25, 2006 will remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment has been executed by INDRATECH LLC and by SOUTHSORE PROPERTIES INDIANA, LLC pursuant to proper authority as of the day and year first above written.

TENANT:

INDRATECH LLC

By: Srin Khambhat

Date: 7-26-10

LANDLORD:

SOUTHSORE PROPERTIES
INDIANA, LLC

By: A.A. Jali

Date: 7-26-10

FIRST AMENDMENT
TO LEASE AGREEMENT

This FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment"), made this twentieth day of September 2007 by and between INDRATECH LLC ("Tenant"), a Michigan limited liability company, 2735 Paldan Drive, Auburn Hills, Michigan 48326 and SOUTHSORE PROPERTIES INDIANA, LLC ("Landlord"), an Indiana limited liability company, 3515 Lakeshore Drive, St. Joseph, Michigan 49085.

WITNESSETH:

WHEREAS, Tenant and Landlord have heretofore entered into a Lease Agreement dated July 25, 2006; and

WHEREAS, Tenant and Landlord hereby amend the Lease Agreement as follows:

1. PREMISES.

As of September 20, 2007, the Premises is expanded to include approximately 2,000 square feet of warehouse space in the building at 2150 W. Lusher, Elkhart, Indiana.

2. TERM.

The term of this First Amendment and for the Tenant use of the Premises at 2150 W. Lusher, Elkhart, Indiana only will be from September 20, 2007 through October 1, 2007.

3. RENTAL.

Monthly rental will remain the same and there will be no additional Rental for the Premises at 2150 W. Lusher, Elkhart, Indiana.

4. PREMISES ACCESS.

Premises access by Tenant for the warehouse space at 2150 W. Lusher, Elkhart, Indiana only will be from 7:00 AM to 3:00 PM, Monday through Friday.

All other terms and conditions of the Lease Agreement will remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment has been executed by INDRATECH LLC and by SOUTHSORE PROPERTIES INDIANA, LLC pursuant to proper authority as of the day and year first above written.

TENANT:

INDRATECH LLC

By: Sursha Khambh

Date: 10-3-07

LANDLORD:

SOUTHSORE PROPERTIES
INDIANA, LLC

By: P. N. / h

Date: 10-3-07



4100 Edison Lakes Pkwy Ste 120,
Mishawaka IN 46545

3 oz



Question 1 - Attachment 3

Transmittal

4/29/2013

Order No: 36407

Devyani Khambete
DSK Development, LLC
2482 Wickfield Rd
West Bloomfield MI 48323

Enclosed please find 1 attached documents.

Metropolitan Title of Indiana LLC

Page Count 8

SCHEDULE A

File No.: 4041-36407

Amount of Insurance:
\$1,175,000.00

Date of Policy:
March 01, 2013 @ 3:21 PM

Policy Number:
36407

1. Name of Insured:
DSK Development, LLC, a Michigan limited liability company
2. The estate or interest in the land which is covered by this Policy is:
Fee Simple
3. Title to the estate or interest in the land is vested in:
DSK Development, LLC, a Michigan limited liability company
4. The land referred to in this Policy, situated in the County of Elkhart, State of Indiana, is described as follows:

Part of the Southeast Quarter (SE 1/4) of Section 12 and part of the Northeast Quarter (NE 1/4) of Section 13, Township 37 North, Range 4 East, situate in Baugo Township, Elkhart County, City of Elkhart, State of Indiana, described as follows: Commencing at a point on the West line of Nappanee Street, said line being 35 feet West of the East line of said Section 13 and 236.7 feet North of the South line of a parcel of land conveyed to the Lake Shore and Michigan Southern Railway Company by George A. Garretson, Trustee in DR 111, pg 234, Parcel 11, said point being the Southeast corner of land conveyed to State of Indiana in DR 2001-34244 and DR 2001-34245; thence South 89 degrees 42 minutes 20 seconds West along the South line of said state land a distance of 46.15 feet to an iron stake marking the Southwestmost corner of said state land; thence continuing South 89 degrees 42 minutes 20 seconds West, 30 feet North of and parallel with the North line of land conveyed to State of Indiana in DR 2001-39226 a distance of 13.85 feet to a chisel cut, thence Southwestwardly along a curve to the left (R=269.22 feet) concentric with the North line of said state land a distance of 157.23 feet (chord: South 72 degrees 58 minutes 33 seconds West, 155.00 feet) to an iron stake, said iron stake being the PLACE OF BEGINNING OF THIS DESCRIPTION; thence continuing Southwestwardly along a curve to the left (R=269.22 feet) concentric with the North line of said state land a distance of 14.29 feet (chord: South 54 degrees 43 minutes 28 seconds West, 14.29 feet) to an iron stake; thence South 53 degrees 12 minutes 20 seconds West parallel with and 30 feet Northerly of the North line of said state land a distance of 92.86 feet to a chisel cut; thence Southwestwardly along a curve to the right (R=289.99 feet) concentric with the Northerly line of said state land and said line extended a distance of 120.30 feet (chord: South 65 degrees 05 minutes 25 seconds West, 119.44 feet) to an iron stake; thence South 84 degrees 33 minutes West parallel with and 30 feet North of the North line of land conveyed to Lusher and 19, Inc. in DR 90-000278 a distance of 62.52 feet to an iron stake; thence North 90 degrees 00 minutes West parallel with and 30 feet North of the North line of said Lusher land a distance of 434.36 feet to an iron stake which is 9.35 feet West of the East line of said Section 13; thence North 00 degrees 17 minutes 40 seconds West parallel with the East line of the Southeast Quarter of said Section 12 and the Northeast Quarter of said Section 13 a distance of 409.44 feet to an iron stake which is 50 feet Southerly (measured at right angles) of the centerline of the most Southerly existing sidetrack of the Penn Central Company; thence North 73 degrees 55 minutes 20 seconds East parallel with and 50 feet Southeasterly of said track a distance of 718.73 feet to an iron stake; thence South 00 degrees 17 minutes 09 seconds East a distance of 488.37 feet to the place of beginning of this description, said in survey to contain 7.835 acres, more or less.

2150 and 2200 West Lusher Street Elkhart, IN 46517



Issued By: Metropolitan Title of Indiana, LLC
2901 E Bristol St, Suite A, Elkhart, IN 46514
For additional information call (574)293-9111 or fax to (574)293-3428

This policy is valid only if Schedule B is attached.

SCHEDULE B

File Number: 4041-36407

Policy Number: 36407

This policy does not insure against loss of damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

PART ONE: General Exceptions

None

PART TWO: Specific Exceptions

1. Liens for taxes and assessments due and payable subsequent to the date of the vesting deed.
2. Mortgage to secure the terms and provisions as contained in such mortgage executed by DSK Development, LLC, a Michigan Limited Liability Company to Level One Bank, dated February 20, 2013 and recorded March 1, 2013, as Instrument No. 2013-05114.
3. Assignment of Rents from DSK Development, LLC, a Michigan Limited Liability Company to Level One Bank, dated February 20, 2013, recorded March 1, 2013, in Instrument No. 2013-05115.
4. Rights of way for drainage tiles, ditches, feeders, laterals, and legal drains and ditches, if any.
5. Rights of the public, the State of Indiana and the municipality in and to that part of the land, if any, taken or used for road purposes, including utility right of way.
6. Apparent easement for overhead electric lines along the northerly and westerly portions of the property as shown on a survey by Christian F. Marbach, dated December 31, 2012 as Job No. 0196-2012.
7. Possible rights of owners adjoining to the north as disclosed by asphalt and gravel drive along the northerly portion of the premises as shown on a survey by Christian F. Marbach, dated December 31, 2012 as Job No. 0196-2012.

FIRST AMERICAN TITLE INSURANCE COMPANY
NOTICE TO INDIANA POLICY HOLDERS

First American Title Insurance Company is dedicated to serving your title insurance needs. This dedication extends not only to providing services to reduce the risk of loss of your title to the insured real property, but to resolving your valid claim under the policy in a fair and timely fashion.

Questions regarding your policy or coverage should be directed to:

**First American Title Insurance Company
251 E. Ohio Street, Suite 200
Indianapolis, Indiana 46204**

(317) 684-7556

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer, you may contact the Department of Insurance by mail, telephone or email:.

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, IN 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at www.in.gov/indoi.

This notice applies to policies issued in Indiana or insured land in Indiana.



OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY: First American Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This

Covered Risk includes but is not limited to insurance against loss from

- (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land. The term "encroachment" includes encroachments of existing improvements located onto the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
 4. No right of access to and from the Land.
 5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention

to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement, action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.

8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

9. Title being vested other than as stated in Schedule A or being defective

- (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
- (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

- (i) to be timely, or
- (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

BY

PRESIDENT

ATTEST

SECRETARY

Issuing Agent:
Metropolitan Title of Indiana, LLC
2901 E Bristol St, Suite A, Elkhart, Indiana 46514
Phone: (574)293-9111 Fax: (574)293-3428



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 11 and 12 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in

Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, emails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or

damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these

rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the First American Title Insurance Company, ATTN: Legal Department, 27775 Diehl Rd., Warrenville, IL 60555.



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

LEASE

THIS LEASE ("Lease") is entered into between DSK Development LLC, a Michigan limited liability company, whose address is 2482 Wickfield Rd., West Bloomfield, MI 48323 ("Landlord") and Indratech of Indiana, LLC, a Michigan limited liability company whose current address is 1212 E. Maple Road, Troy, MI 48083 ("Tenant").

WITNESSETH:

1. **Demised Premises.** Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, hereby leases to Tenant and Tenant hereby leases from Landlord the premises located at 2150 and 2200 West Lusher Street, City of Elkhart, Baugo Township, Elkhart County, Indiana 46517 which premises are more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Premises").

2. **Term.** The term of this Lease shall be five (5) years, unless terminated earlier in accordance with the provisions of this Lease. The Lease term shall commence on the date that this Lease is executed by both parties ("Commencement Date"). Tenant acknowledges and agrees that it is leasing the Premises in "as-is" condition, and therefore, any delays in Tenant's ability to occupy the Premises shall not affect the Commencement Date. Provided that Tenant is in possession of the Premises, and that this Lease is not previously cancelled or terminated by either party as provided in this Lease, by operation of law or otherwise, and further provided that Tenant has faithfully complied with and performed all of the covenants and conditions in this Lease, then Landlord and Tenant agree that Tenant shall have the option to extend the term of this Lease for an additional five (5) years commencing at the expiration of the initial term of the Lease, upon the same terms, covenants and provisions herein set forth. Tenant shall exercise its option to extend the Lease term by giving Landlord not less than ninety (90) days notice of intention to so extend the term prior to the expiration of the initial term of the Lease. For purposes of this Lease, a Lease year shall consist of twelve (12) consecutive calendar months commencing on the Commencement Date.

3. **Base Rent.** Tenant hereby covenants and agrees to pay Landlord at the address of Landlord written above, or such other place as Landlord may hereafter from time to time designate in writing, rent ("Base Rent") equal to eighteen thousand dollars (\$18,000) per month and the amount of real property taxes assessed against the Premises. Base Rent shall be payable in equal monthly installments, in advance on the first day of each calendar month during the term of this Lease; provided, however, that if the Lease term begins or ends on a date which is other than the first day of a month, Base Rent for such partial month(s) shall be prorated accordingly. Base Rent and all other charges payable by Tenant under this Lease shall be paid promptly when due, without notice or demand therefor and without deduction, abatement, counterclaim or setoff for any reason whatsoever. In the event any payment of Base Rent is not received by Landlord within seven (7) days of its due date, Tenant shall pay to Landlord a late charge equal to five (5%) percent of such installment for each month or portion thereof that such Base Rent installment remains unpaid (on a non-cumulative basis) to help defray the additional costs to Landlord resulting from such late payment. Late charges shall be in addition to Landlord's other rights and remedies under this Lease, at law or in equity and shall not be construed as liquidated damages or limiting Landlord's remedies in any manner.

4. **Use and Occupancy.** During the term of this Lease, the Premises shall be used and occupied solely for light industrial and manufacturing and office space and related services and uses and for no other purposes without the prior written consent of Landlord. Tenant shall not use the Premises for any purposes in violation of any law, municipal ordinance or regulation, nor shall Tenant perform any acts or carry on any practices which may injure the Premises. Tenant shall, at its own cost and expense, obtain any and all licenses and permits necessary to occupy the Premises and to conduct the uses permitted under this Paragraph 4.

5. **Additional Rent: Real Estate Taxes and Insurance and Utilities.** Tenant covenants and agrees that during the term of this Lease, in addition to Base Rent, Tenant shall be obligated as follows:

(a) Tenant shall pay, in accordance with Paragraph 6 below all real estate taxes, assessments (general or special) and other similar charges which may be levied, assessed or charged against the Premises, including without limitation, the land which constitutes a part of the Premises (collectively the "Real Estate Taxes"), applicable to the term of this Lease. In addition, Tenant shall, on the Commencement Date, pay to Landlord, in addition to the Base Rent, an amount equal to the pro rata portion of any current Real Estate Taxes which are attributable to the period subsequent to the Commencement Date, based upon the due date basis of the municipality or taxing unit in which the Premises are located. Tenant shall be responsible for any special assessment installments which become due and payable following the Commencement Date, regardless of whether or not such special assessments were imposed and/or became a lien on the Premises prior to the Commencement Date of the Lease.

(b) Tenant shall pay, when due, all insurance premiums relating to the insurance policies required under Paragraph 8 below, and shall deliver to Landlord paid receipts evidencing the payment of such premiums.

(c) Tenant shall pay, when due, all charges made against the Premises for gas, water, heat, electricity, and other utilities provided to the Premises. At Landlord's request, Tenant shall submit to Landlord paid receipts evidencing payment of all such utility charges.

(d) Tenant shall pay all personal property taxes assessed against Tenant's personal property, equipment and trade fixtures located within the Premises. Tenant shall submit to Landlord paid receipts evidencing such payments.

(e) Tenant acknowledges and agrees that this Lease constitutes a triple net Lease and that Landlord is entitled to receive the Base Rent and any additional amounts required under this Lease, free from all taxes, charges, expenses, and deductions of any kind or nature.

6. **Additional Rent Escrow.** Landlord shall establish an escrow account for the payment of Tenant's real estate tax obligations under Paragraph 5(a) above. In addition, if Tenant fails to pay, when due, any insurance premiums and/or utility charges, in accordance with Paragraph 5 above, Landlord may, in addition to any and all remedies available to Landlord under this Lease, at law or in equity, establish an escrow account for the payment of Tenant's obligations under Paragraphs 5(b) and/or (c) above. Landlord shall deliver to Tenant a statement of the estimated Real Estate Taxes, and, if applicable, the estimated insurance premiums and utility charges for the ensuing calendar year and Tenant shall pay to Landlord, in addition to monthly installments of Base Rent, one-twelfth (1/12) of

such estimated amounts of real estate taxes, and, if applicable, the estimated insurance premiums and utility charges, which estimate may be revised by Landlord from time to time in its discretion. Within ninety (90) days following the close of each calendar year, or as soon thereafter as practicable, Landlord shall deliver to Tenant a summary of the total actual Real Estate Taxes, and, if applicable, insurance premiums and utility charges for the previous calendar year. If Landlord's summary shows that the estimated payments previously paid by Tenant exceed the amount that was actually due from Tenant, the excess amount shall be credited toward Tenant's future additional rent/escrow obligations under this Paragraph 6. However, if the term of the Lease has expired, Landlord shall pay such excess

directly to Tenant, provided that Tenant is not in default under the Lease. If the summary shows an amount due from Tenant that is more than the estimated payments previously paid by Tenant, Tenant shall pay the deficiency to Landlord, as additional rent, within thirty (30) days from the delivery of the summary. Landlord reserves the right to waive, in its absolute discretion, Tenant's escrow requirements, in which event, Tenant shall pay all Real Estate Taxes, insurance premiums and/or utility charges prior to delinquency, and shall submit paid receipts to Landlord as evidence of the timely payment of the Real Estate Taxes.

7. **Repairs and Maintenance.** Tenant shall, at its sole cost and expense, keep in good repair the entire Premises, including, but not limited to, the roof, four outer walls, sign, doors, door frames, windows, window frames and foundation of the Premises and any special equipment installed in or in connection with the Premises (including by way of example, air conditioners, furnaces, electrical and plumbing), whether installed by Landlord or Tenant, including all parking and landscape areas which constitute a part of the Premises. Tenant acknowledges and agrees that it is accepting the Premises in "as-is" condition without any representation of any kind by Landlord. All repairs and replacements made by or on behalf of Tenant shall be made with first class materials, in a good and workmanlike manner, and in accordance with all applicable laws and regulations of the governmental authorities having jurisdiction.

8. **Insurance and Indemnification.**

(a) From and after the date Tenant commences any alterations, additions or improvements to the Premises in accordance with Paragraph 9 below, and at all times during the term of this Lease, Tenant shall, at its sole cost and expense, keep in full force and effect with respect to the Premises, the following types of insurance in the amounts specified:

(i) Comprehensive public liability and property damage insurance with limits of public liability not less than One Million (\$1,000,000.00) Dollars per person and One Million (\$1,000,000.00) Dollars per casualty, and with limits of property damage liability not less than Five Hundred Thousand (\$500,000.00) Dollars from any one occurrence. If, at any time during the term of the Lease, the amount of insurance coverage is deemed not to be adequate in the reasonable opinion of Landlord's lender or insurance broker, Tenant shall increase the insurance coverage as required by Landlord's broker.

(ii) Fire and extended coverage insurance covering the full replacement value of the entire Premises, including but not limited to all of Tenant's improvements and alterations located on the Premises, upon terms of coverage acceptable to Landlord. In addition, Tenant shall procure and keep in effect fire and

extended coverage insurance for the full replacement cost of Tenant's trade fixtures, equipment, plate glass and personal property.

(iii) All policies of insurance required to be maintained by Tenant shall be issued by insurance companies acceptable to Landlord and shall name Landlord and any other parties in interest designated by Landlord as loss payee and insured as their respective interests may appear, and shall contain a provision that the insurer will not cancel, change or fail to renew the insurance without giving Landlord thirty (30) days prior written notice. Tenant shall furnish to Landlord such evidence as Landlord may require that the insurance referred to in this Paragraph 8(a) is in full force and effect and that the applicable premiums have been paid.

(b) In the event of any loss of or damage to the Premises, Tenant will give immediate notice to Landlord, and Landlord shall have the right to make proof of the loss or damage if Tenant does not properly do so. Landlord is authorized to settle, adjust or compromise any claims for loss or damage under any such casualty policies, and Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact to execute and deliver any instruments or documents for and in the name of Tenant for such purposes.

(c) Tenant hereby indemnifies and holds harmless Landlord from and against all claims, obligations, causes of action, judgments, liabilities, costs and expenses (including reasonable attorneys' fees) arising from any harm to any person or property in, on or about the Premises from any cause whatsoever.

(d) Landlord and Tenant hereby release each other and their respective agents and employees from any and all liability to each other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by or resulting from risks insured against under fire or extended coverage casualty insurance carried by the parties hereto and in force at the time of any such loss or damage; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releaser's policies contain a clause or endorsement to the effect that any such release shall not adversely affect or impair such policies or prejudice the right of the releaser to recover thereunder. Landlord and Tenant each agrees that it will request its insurance carriers to include in its policies such a clause or endorsement, provided that it can be obtained at a reasonable cost.

9. Alterations.

(a) No alteration, addition or improvement to the Premises (including signage) shall be made by Tenant without the prior written consent of Landlord, which consent shall not be unreasonably withheld. All alterations, additions or improvements to the Premises shall be made at Tenant's sole cost and expense, in accordance with plans and specifications submitted to and approved by Landlord and all applicable governmental authorities having jurisdiction over such alterations, additions or improvements. Tenant shall not permit any construction liens to be placed or remain upon the Premises in connection with any such work. Landlord shall have the right to condition its approval of any proposed alteration, addition or improvement upon Tenant providing to Landlord a performance, material and/or labor bond, letter of credit or other performance guaranty reasonably determined by Landlord to be

adequate to insure that the proposed alteration, addition or improvement shall be completed in accordance with the plans and specifications submitted to and approved by Landlord and to insure that the cost for such work and materials shall be fully paid at or before the time of completion.

(b) All alterations, additions, improvements and fixtures (other than trade fixtures and furniture of Tenant) made by Tenant shall immediately become the property of Landlord and shall be considered part of the Premises; provided, however, that Landlord may designate by written notice to Tenant those alterations, additions, improvements and fixtures which shall be removed by Tenant at the expiration or termination of this Lease, and Tenant shall remove the same and repair any damage to the Premises caused by such removal prior to the last day of the term of this Lease or within thirty (30) days after notice of Landlord's election is given to Tenant, whichever is later. Tenant shall not remove the following, whether or not installed by or at the expense of Tenant: ventilating, silencing, air-conditioning, air-circulating, refrigeration, electric, plumbing, heating, sprinkling equipment, lighting fixtures and outlets, partitions, railings, gates, doors, vaults, paneling, molding, shelving, flooring and floor covering.

(c) Tenant shall, in connection with any proposed alterations, additions, improvements and/or repairs to the Premises, comply with the provisions of the Indiana Mechanics Lien Statute, as amended. Tenant shall prepare, record, post and deliver to Landlord a Notice of Commencement naming Landlord as a co-designee, and Tenant shall not make any payments for any such alterations, additions, improvements and/or repairs without first obtaining a sworn statement and waivers of lien. In addition, Tenant shall comply with the American Disabilities Act of 1990 (ADA) and any amendments to the ADA, as well as all applicable state and local laws, regulations and ordinances regarding access to, employment of and service to individuals covered by the ADA. Tenant acknowledges that compliance with the ADA may affect the design, construction and alteration of the Premises.

10. **Assignments and Subletting.** Tenant shall not assign or transfer this Lease or encumber or mortgage this Lease or the Premises or sublet all or any part of the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld if, in Landlord's reasonable determination, the proposed assignee or subtenant possesses the requisite financial ability and experience to assume Tenant's obligations under this Lease and to operate the business within the Premises. In the event Landlord consents to any such assignment or transfer, Tenant and any and all of Tenant's guarantors, shall remain fully liable for all of its obligations under this Lease. No consent by Landlord to any assignment, transfer, encumbrance, mortgage or subletting on any one occasion shall be deemed a consent to any subsequent assignment, transfer, encumbrance, mortgage or subletting by Tenant or by any successors, assigns, transferees, mortgagees or sublessees of Tenant. Sales or transfers aggregating fifty (50%) percent or more of the capital or voting equity of Tenant shall be deemed to be an assignment of this Lease. In addition to, and not in limitation of, Landlord's right to approve any subtenant or assignee of Tenant, Landlord shall have the option, in its sole discretion, in connection with any proposed sublease or assignment, to terminate this Lease as of the date the sublease or assignment is to become effective, and to enter into a direct Lease relationship with the proposed subtenant or assignee. Tenant shall be obligated to pay any and all broker's commissions or finders fees which may be due and owing as a result of any proposed assignment or sublease, regardless of whether or not Landlord elects to terminate this Lease in connection with such proposed assignment or sublease.

11. **Casualty.** In the event the Premises are damaged or destroyed in whole or in part by fire or other insured casualty during the term of the Lease, Landlord shall, to the extent of the insurance proceeds recovered by Landlord, repair and restore the Premises to tenantable condition with reasonable dispatch. In the event the fire or other casualty renders all or a portion of the Premises untenable, the Base Rent shall be reduced in direct proportion to the amount of the Premises reasonably determined by Landlord to be rendered untenable until such time as the Premises is restored to tenantable condition. However, if such damage or destruction is caused by the negligent act or omission of Tenant or its agents, employees or contractors, or if Tenant failed to maintain the insurance required under Paragraph 8(a)(ii), there shall be no abatement of rent, and to the extent any insurance proceeds recovered by Landlord are not sufficient to restore the amount of the deficiency, Tenant shall be liable to Landlord for the amount of the deficiency. If, in Landlord's reasonable determination, the Premises cannot be restored to tenantable condition within a period of one hundred twenty (120) days after Landlord's receipt of casualty insurance proceeds, Landlord and Tenant shall each have the right to terminate this Lease upon written notice to the other (Tenant's cancellation notice shall be given within thirty (30) days after receipt of written notice from Landlord that the Premises cannot be timely restored). Landlord shall notify Tenant of its determination that the Premises cannot be restored to tenantable condition within a period of one hundred twenty (120) days after the occurrence of the destruction or damage. If the Premises are damaged due to fire or other casualty, Tenant shall, at its own cost and expense, remove its furniture and other personal property from the Premises as required by Landlord in order to repair and restore the Premises. If Tenant fails to adjust its own insurance or to remove its goods, trade fixtures, furniture or equipment within a reasonable time, and as a result thereof, the repair or restoration of the Premises is delayed, there shall be no abatement of rent during the period of such delay. Landlord shall use reasonable discretion as to the extent of the untenability of the Premises and of the time required for the repair and restoration of the Premises, and no such damage or untenability shall be deemed either an actual or constructive eviction or result in an abatement of rent, except as provided in this Paragraph 11 for insured casualties. In the event the building of which the Premises are a part is destroyed to the extent of more than one-half (1/2) of its then current value, or in the event the damage occurs within the last year of the Lease term, Landlord shall have the right to terminate this Lease upon written notice to Tenant, in which event all insurance proceeds shall be retained by Landlord, except for those insurance proceeds which are separately payable to Tenant as the result of any insurance policy obtained by Tenant to insure the value of Tenant's removable trade fixtures, furniture or equipment, which proceeds shall be retained by Tenant.

12. **Eminent Domain.** If the whole or substantial part of the Premises shall be taken by any public authority under the power of eminent domain (or purchased in lieu thereof), then the term of this Lease shall cease as to the part taken on the date possession of such part shall be required for public use, and Landlord and Tenant shall each have the right to terminate this Lease upon written notice to the other, which notice shall be delivered within thirty (30) days following the date notice is received of such taking (or purchase). In the event that neither party shall terminate this Lease, Landlord shall, to the extent of the proceeds of the condemnation award or purchase (other than any proceeds awarded for the value of any land taken), make all necessary repairs to the Premises to render and restore the same to a complete architectural unit (provided that such work shall not exceed the scope of the work required to be done by Landlord in originally constructing the Premises and that the cost thereof shall not exceed the condemnation proceeds), and Tenant shall continue in possession of the portion of the Premises not taken under the power of eminent domain, and the terms and provisions of this Lease shall remain in full force and effect, except that the Base Rent shall be reduced

in proportion to the amount and nature of the Premises taken. All damages awarded for such taking (or the purchase price) shall belong to and be the property of Landlord, whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Premises; provided, however, Landlord shall not be entitled to any portion of the award (or the purchase price) made to Tenant for removal and reinstallation of trade fixtures, loss of business or moving expenses.

13. Estoppel Statement and Subordination.

(a) At Landlord's request (which may be made from time to time) Tenant shall execute in recordable form and deliver to Landlord a written statement certifying: (i) that this Lease is in full force and effect, (ii) the date of commencement of the term of this Lease, (iii) that rent is paid currently without any offset or defense thereto, (iv) the amount of rent, if any, paid in advance, and (v) that there are no uncured defaults by Landlord or stating with specificity those defaults claimed by Tenant.

(b) Tenant hereby agrees that this Lease is and shall be subject and subordinate at all times to any and all present and future ground or underlying leases, and mortgages affecting Landlord's interest in the Premises, provided that said ground or underlying lessor or mortgagee agrees in writing to acknowledge Tenant's rights under this Lease and not to disturb Tenant's possessory rights under this Lease so long as Tenant is not in default hereunder. Tenant also covenants and agrees that any mortgagee, overriding or ground lessor may elect to treat this Lease as prior in time to its interest in the Premises, in which event, this Lease shall thereupon be deemed so prior, whether this Lease is, in fact, dated prior or subsequent to the date of such other interest. In the event Tenant fails to provide Landlord with any documents or instruments necessary to accomplish the purposes of this Paragraph 13, Landlord shall have the right, as Tenant's attorney-in-fact to execute any and all instruments and documents in the name and on behalf of Tenant to accomplish the foregoing purposes.

14. Quiet Enjoyment; Landlord's Liability; Tenant's Remedies.

(a) Upon payment by Tenant of the rents required under this Lease, the observance and performance of all of Tenant's covenants, terms and obligations under this Lease, and subject to the terms and conditions of this Lease and any mortgages affecting the Premises, Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Landlord or any other person acting through or under Landlord. Notwithstanding the foregoing, Landlord shall have the exclusive right to utilize, lease, license or grant such other right to third parties to utilize the roof of the building within the Premises and the land which constitutes a portion of the Premises for the installation and operation of a "cell-tower" or other telecommunications reception or transmitted equipment or structures; provided that (i) such equipment or structures do not unreasonably interfere with the operation of Tenant's business; and (ii) Landlord shall be responsible for the maintenance, repair and replacement of such equipment or structure.

(b) Landlord shall not be liable or responsible for any loss or damage to any property or person in connection with the Premises from any cause whatsoever, except Landlord's willful acts or gross negligence. By way of example, Landlord shall not be responsible or liable to Tenant, or Tenant's agents, employees, invitees or any person entering upon the Premises for any damage to persons or property due to any existing or future

condition, or defect in any improvements within the Premises, including without limitation, the building which constitutes part of the Premises and its mechanical, electrical and plumbing systems, and Tenant assumes all risk of damage to such persons or property. In addition to the foregoing, Landlord shall not be liable to Tenant for any loss or damage resulting to Tenant or its property from burst, stopped or leaking water, gas or sewer pipes, or for any damage or loss of property within the Premises from any cause whatsoever, and none of the foregoing events shall be construed as an eviction of Tenant or entitle Tenant to an abatement of rent or relieve Tenant from the fulfillment of its obligations under this Lease.

(c) If Landlord fails to perform any of its obligations under this Lease, and fails to cure such default within thirty (30) days from receipt of written notice from Tenant, Tenant shall have the right to cure such default, in which event, Landlord shall reimburse Tenant for the costs incurred by Tenant within ten (10) days from receipt of written notice from Tenant, together with reasonable evidence of the amount and payment of such costs, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of Landlord's right, title and interest in the Premises and out of the rents or other income from such property receivable by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Premises. Landlord, its agents, employees and any other persons holding interests under or through Landlord shall not otherwise be liable for any deficiency.

15. **Care of the Premises.** Tenant shall keep the Premises including all drives, parking areas and other paved and landscaped areas which constitute a part of the Premises, clean and free from rubbish, dirt, snow and ice at all times, and in compliance with all applicable laws, ordinances, rules and regulations of all governmental agencies having jurisdiction over the care, safety and upkeep of the Premises.

16. **Bankruptcy.** In the event the estate created hereby shall be taken in execution or by other process of law, or if Tenant shall be adjudicated insolvent or bankrupt pursuant to any state or federal insolvency or bankruptcy law, or if a receiver or trustee of the property of Tenant shall be appointed, or if any assignment shall be made of Tenant's property for the benefit of creditors or if a petition shall be filed by or against Tenant seeking to have Tenant adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy law and such petition shall not be withdrawn and the proceedings dismissed within sixty (60) days after the filing of the petition, then and in any of such events, Landlord may terminate this Lease by written notice to Tenant. If, as a matter of law, Landlord is prohibited on the bankruptcy of Tenant to terminate this Lease, then, if Tenant, as Debtor, or its trustee, desires to assume or assign this Lease, in addition to curing or adequately assuring the cure of all defaults existing under this Lease, Tenant, as debtor, or the trustee, as assignee, must also furnish adequate assurances of future performance under this Lease. Adequate assurance of curing defaults means depositing with Landlord an amount equal to three (3) months rent, including all other charges payable by Tenant under this Lease, and in the case of an assignee, providing Landlord with evidence that the assignee is financially capable of assuming this Lease. In a reorganization under Chapter 11 of the Bankruptcy Code, the debtor or trustee must assume this Lease or assign it within ninety (90) days from the filing of the proceeding, or he shall be deemed to have rejected and terminated this Lease.

17. **Landlord's Remedies.**

(a) If Tenant fails to pay the Base Rent or any other sum required under this Lease within seven (7) days from the date when due, or if Tenant fails to pay the Base Rent or any other sum required hereunder when due three (3) or more times within any twelve (12) month period without regard to such seven (7) day grace period, Tenant shall be deemed in default under this Lease and Landlord shall, in addition to its other remedies provided under this Lease at law or in equity, have the remedies set forth in this Paragraph 17.

(b) If Tenant defaults in performing any of the terms of this Lease other than the payment of rent or any other monetary obligation, Landlord shall give Tenant written notice of such default, and if Tenant fails to cure such default within twenty (20) days following the receipt of such notice, or if the default is of such a character as require more than twenty (20) days to cure, then if Tenant fails within said twenty (20) day period to commence and thereafter proceed diligently to cure such default, then Landlord shall, at its option and in addition to its other legal and equitable remedies, have the remedies set forth in this Paragraph 17.

(c) If Tenant is in default under any of the terms of this Lease, and such default has not been cured within the time provided in subparagraphs 17(a) and 18(b) above, then Landlord, in addition to all other remedies provided under this Lease, at law or in equity, shall have the right to re-enter the Premises, pursuant to legal proceedings, and to thereafter remove all persons and property within the Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant. In addition, in the event the Premises are abandoned or vacated, Landlord, in addition, to all other remedies provided under this Lease, at law or in equity, shall have the immediate right of re-entry and may remove all persons and property within the Premises. Should Landlord elect to re-enter or take possession of the Premises pursuant to legal proceedings, Landlord may either terminate this Lease or from time to time, without terminating this Lease, relet all or any portion of the Premises on such terms and conditions as Landlord shall, in its reasonable discretion, deem advisable. The proceeds of such reletting shall be applied, first, to the payment of any indebtedness of Tenant to Landlord other than rent due hereunder; second, to the payment of any reasonable costs of such reletting, including broker's fees and the cost of any reasonable alterations and repairs to the Premises; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied to the payment of future rent as the same may become due and payable hereunder. Should the proceeds of such reletting during any month be less than the monthly rent required under this Lease, then Tenant shall during each such month pay the deficiency to Landlord. In the event any rentals or other sums received from reletting exceed those sums to be paid by Tenant, such excess shall belong to and be the sole property of Landlord. No such re-entry or taking possession of the Premises, or acceptance of the keys to the Premises by Landlord, shall be construed as an election to terminate this Lease unless written notice of such intention is given to Tenant. If Landlord relets the Premises without terminating this Lease, Landlord may at any time thereafter elect to terminate this Lease for any previous breach.

Should Landlord terminate this Lease, in addition to all other remedies available under this Lease, at law or in equity, Landlord may recover all damages incurred by reason of Tenant's breach, including the cost of recovering the Premises, reasonable attorneys' fees and Landlord shall also have the right to recover the amount equal to the then present value of the rent, including any amounts treated as additional rent under this Lease, and any other sums

required under this Lease to be paid by Tenant, for the remainder of the stated term of this Lease.

(d) Notwithstanding anything to the contrary contained in this Paragraph 17, if Tenant defaults in the performance of any of its obligations under this Lease, Landlord may, in addition to its other remedies, cure such default at the cost and expense of Tenant, and the sums expended by Landlord together with interest thereon at a rate equal to five (5%) percent over the prime rate of interest established by JPMorgan Chase Bank (or if JPMorgan Chase Bank no longer exists, the prime rate announced in the Wall Street Journal or similar publication), as such rate may vary from time to time, shall be deemed to be additional rent and shall be paid by Tenant to Landlord on demand.

(e) All rights and remedies of Landlord hereunder shall be cumulative and none shall be exclusive of any other rights and remedies allowed under this Lease, at law or in equity.

(f) If Tenant defaults under this Lease, Landlord shall provide to any Lender that has provided contact information to Landlord a copy of any notice of default sent to Tenant and such lender shall have the right to cure such default in the same manner as Tenant.

18. **Signs.** Tenant shall not erect or install any exterior or interior roof, wall, window or door signs, advertising media, lettering or placards without the prior written consent of Landlord, which shall not be unreasonably withheld if Tenant has obtained all necessary approvals from all governmental entities having jurisdiction over such signage.

19. **Access by Landlord.** Landlord shall have the right to enter the Premises, upon reasonable advance notice to Tenant, to inspect the Premises and to show the Premises to prospective lenders, purchasers and/or tenants. Landlord shall have the right of immediate access to the Premises in the event Landlord has actual notice of any imminent threat of harm to persons or damage to property within the Premises. Such access shall not unreasonably interfere with Tenant's business operations.

20. **Surrender of Premises and Holding Over.**

(a) On or before the expiration or earlier termination of this Lease, Tenant shall surrender to Landlord the Premises, including all of Tenant's alterations, additions, improvements and fixtures, in good order and condition (subject to reasonable wear and tear), broom clean and free of debris, except for such improvements or fixtures which Tenant has the right to remove or is obligated to remove, pursuant to Paragraph 9 above. Any property which Tenant fails to remove from the Premises shall be deemed to have been abandoned by Tenant and may be retained by Landlord as its property or removed and disposed of in such manner as Landlord sees fit, and Tenant shall be liable to Landlord for all costs and expenses incurred in connection with any such removal and disposal.

(b) In the event Tenant holds over following the termination of this Lease, then Landlord may, at its option and without limiting Landlord's right to receive damages for such illegal occupancy, serve written notice upon Tenant that such holding over constitutes a month-to-month tenancy upon the terms and conditions set forth in this Lease, provided, however, that

Tenant shall pay to Landlord monthly Base Rent equal to one hundred fifty (150%) percent of the monthly rental for the last lease year (plus all other charges payable by Tenant under this Lease) until the date the Premises are delivered to Landlord in the condition required herein.

21. **Landlord's Lien.** In addition to any statutory lien rights of Landlord to secure Tenant's obligations for rent, storage charges or other amounts due under this Lease, Tenant hereby grants to Landlord a continuing security interest, upon all personal property, fixtures, inventory, accounts, contract rights, liquor licenses, general intangibles and other tangible and intangible property of Tenant located at or used in connection with the operation of the Premises (collectively the "Collateral"). In the event of a Tenant default under this Lease, which is not cured within the applicable cure period, if any, Landlord shall, in addition to any other remedies provided under this Lease, at law or in equity, have all rights and remedies under the Uniform Commercial Code, including without limitation, the right to sell the Collateral at any public or private sale upon five (5) days notice to Tenant. Tenant hereby agrees to execute such Financing Statements and other instruments necessary or desirable in Landlord's discretion to perfect the foregoing security interest.

22. **Miscellaneous.**

(a) **Delays.** In the event Landlord is delayed or prevented from performing any of its obligations under this Lease by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other cause beyond Landlord's reasonable control, then the performance of such obligation shall be excused for the period of the delay, and the period for the performance of such obligation shall be extended for a period equivalent to the delay. The provisions of this Paragraph 22(a) shall not operate to excuse Tenant from prompt payment of Base Rent, additional rent or any other payments required by the terms of this Lease.

(b) **Transfer of Landlord's Interest.** In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer.

(c) **Recording.** Tenant shall not record this Lease or any memorandum thereof without the written consent of Landlord.

(d) **Liens.** In the event any construction lien(s) shall be filed against the Premises or Tenant's interest therein as a result of the work undertaken by or on behalf of Tenant, Tenant shall promptly discharge such lien(s) by payment of the lien indebtedness or by filing a bond (as provided by statute) as security therefor. In the event Tenant fails to discharge such lien, Landlord shall have the right (but is not obligated) to discharge such lien and any and all costs incurred by Landlord, including reasonable attorney's fees, in connection with discharging such lien, together with interest thereon at a rate equal to five (5%) percent over the prime rate established by JPMorgan Chase Bank (or if JPMorgan Chase Bank no longer exists, the prime rate announced in the Wall Street Journal or similar publication) as the same may vary from time to time, shall be payable by Tenant to Landlord, as additional rent within five (5) days following Landlord's written request for payment. Tenant, hereby indemnifies and holds harmless Landlord, its successors and assigns from and against any and all claims, liabilities, obligations, causes of action, costs or expenses (including reasonable attorneys' fees and any

court costs) incurred or suffered by Landlord as a result of Tenant's failure to discharge any construction liens with respect to the Premises. The provisions of this Paragraph 22(d) shall survive the breach or termination of this Lease.

(e) **Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of a lesser amount than the Base Rent or any other amounts due under this Lease shall be deemed to be other than a partial payment of the Base Rent and/or other amounts due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment under this Lease be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to its right to recover the balance of the amount due hereunder or to pursue any other remedy.

(f) **Environmental Laws.** Tenant, its agents, employees, sublessee or assignees, if any, shall not do, or cause to be done, any work or activity, nor discharge, release or dispose of, on, in or under the Premises, any substances or materials which may cause the Premises, or any part thereof, to be in violation of any federal, state or local health or safety statute, ordinance, rule, regulation, order or decree relating to the environment or imposing liability or standards concerning or in connection with the presence, storage, use, maintenance and/or removal of asbestos, PCB transformers, oil based products or other hazardous, dangerous or toxic materials, waste or substances (collectively the "Hazardous Materials"), including any common law theories based on nuisance, negligence or strict liability (collectively the "Environmental Laws"). Tenant shall defend and indemnify Landlord from and against any losses, claims, damages, penalties, liabilities, costs (including cleanup costs) and expenses (including reasonable attorneys' fees) resulting from Tenant's, its agents', employees', sublessees' or assignees' breach or violation of any such Environmental Laws. Tenant shall obtain Landlord's written consent prior to Tenant's storing, using, maintaining or removing Hazardous Materials in, on or about the Premises. Tenant's indemnification obligations under this Paragraph 22(f) shall survive the breach or termination of this Lease.

(g) **Waiver.** No default in the payment of rent or any other amount required under this Lease, nor the failure of Landlord to enforce the provisions of this Lease upon any default by Tenant shall be construed as creating a custom of deferring payment or as modifying in any way the terms of this Lease or as a waiver of Landlord's right to terminate or cancel, or otherwise enforce the provisions of this Lease. An express waiver by Landlord of any provision, condition or term shall not affect any other provision, condition or term under this Lease, and shall not be deemed to imply or constitute a subsequent waiver of such provision, condition or term. No breach of a covenant or condition of this Lease shall be deemed to have been waived by Landlord unless waived in writing by Landlord. It is expressly agreed that time shall be of the essence of this Lease.

(h) **Successors.** Subject to Paragraph 10 above, this Lease shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, administrators, personal representatives, successors and assigns.

(i) **Severability.** If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable in any manner, the remaining provisions of this Lease shall nonetheless continue in full force and effect without being impaired or invalidated in any way. In addition, if any provision of this Lease may be modified by a court of

competent jurisdiction such that it may be enforced, then said provision shall be so modified and as modified shall be fully enforced.

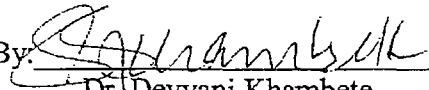
(j) **Entire Agreement.** This Lease and the attached Exhibits and Addenda set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

(k) **Notices.** Any notice, demand, request, consent or other instrument which may be or is required to be given under this Lease shall be in writing and either served personally or sent by United States registered or certified mail, return receipt requested, postage prepaid, and addressed to the other party at the address set forth in the introductory paragraph of this Lease or at such other place as either party may designate by written notice to the other. Any written notice sent by mail shall be deemed to have been served as of the next regular day for delivery of mail after the date it was mailed in accordance with the foregoing provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year set forth below.

"LANDLORD"

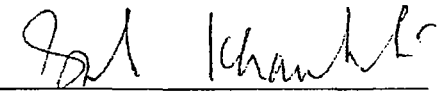
DSK Development LLC,
a Michigan limited liability company

By: 
Dr. Devyani Khambete
Its: Manager

Dated: February 20, 2013

"TENANT"

Indratech of Indiana, LLC
a Michigan limited liability company

By: 
Surendra Khambete
Its: Manager

Dated: February 20, 2013

Exhibit A

Description of the Premises

Commonly known as 2150 and 220 West Lusher Street, City of Elkhart, Baugo Township,
Elkhart County, Indiana, and as identified by Tax Parcel Number 20-05-12-480-001.000-002

ENVIRONMENTAL AND TESTING SERVICES
4050 KING DRIVE
P.O. BOX 95
SODUS, MICHIGAN 49126-0095

April 10, 2006

Question 7 - Attachment 1

Southshore Companies
3515 Lakeshore Drive
St. Joseph, MI 49085

Attn: Mr. Philip H. Maki

**RE: PHASE II ENVIRONMENTAL SITE ASSESSMENT FOR THE PROPERTIES
LOCATED AT 2150 AND 2200 WEST LUSHER AVENUE, ELKHART,
INDIANA.**

Dear Mr. Maki:

Pursuant to a Phase I Environmental Site Assessment (ESA) completed by Wightman Environmental, Inc. (WEI) for the referenced site, dated March 20, 2006, five recognized environmental conditions (RECs) were identified at the site. The RECs are as follows:

1. The subject property has historically been used as industrial land. Prior to the subject property being developed as a lamination manufacturing facility for the recreational vehicle industry, it was owned by the New York Central Railroad. These industries have a history of using hazardous materials and petroleum products and generating hazardous/petroleum waste. Historical waste disposal practices on the subject property are unknown.
2. The subject property was formerly utilized as a borrow pit by the New York Central Railroad.
3. Stained soil and stressed vegetation were observed near a drainage ditch between the two structures on the property.
4. A storm water drain was identified at the bottom of a loading dock near the structure at 2150 W. Lusher Avenue. It is unknown where the drain empties.
5. The subject property utilizes two on-site septic disposal systems. Previous samples collected from the septic disposal tanks were found to have detectable levels of volatile organic compounds (VOCs).

To address the above listed RECs WEI performed a Limited Phase II ESA of the referenced site. This task involved the following work:

- A series of 9 soil borings were installed across the site with a Geoprobe soil boring unit. Seven borings were installed to groundwater. SB-8 extended approximately 6.5 feet bgs near the center of the former borrow pit area. SB-9 was a surficial soil sample collected from the south end of the drainage ditch between the two structures at the referenced site.
- A total of 5 soil and 5 ground water samples were selected to be analyzed for contaminants. All 5 soil and all 5 ground water samples were analyzed for VOC's. One soil sample and one ground water sample were analyzed for inorganics (metals).

Following is a brief summary of the results of our investigation.

Mr. Phil Maki
April 10, 2006
Page 2

The subsurface materials at the site were composed of sands and gravels. A thin layer (1 foot or less) of slag was noted near the surface in three of the soil borings (SB-2, SB-3 and SB-4). Ground water was identified at a depth of approximately 13 feet below ground surface (bgs). None of the soil or ground water samples collected appeared to be contaminated based on visual examination.

No detectable concentration of any of the parameters analyzed for was identified in the analytical report for any of the ground water samples above the method detection limit (lower limit of reliable testing).

The soil sample collected from SB-3 from 5 to 6 feet bgs contained 13.0 parts per million (ppm) of arsenic and 590 ppm of lead. No other soil sample was identified by the laboratory as having any concentration of any parameter analyzed for above an acceptable limit. The Indiana Department of Environmental Management (IDEM) utilizes the Risk Integrated System of Closure (RISC). The intent of this system is to provide a framework for a default approach to site closure, if applicable. This approach utilizes "look-up" tables to compare concentrations with to determine "how contaminated" a site is. The laboratory results for the soil sample from SB-3 exceeds the IDEM default values for arsenic and lead. The results for arsenic and lead exceed the "look-up" default limits in tables prepared by IDEM. This does not mean that this site cannot be closed. It means that the samples have exceeded (or do not fit the criteria) the "look-up" tables.

Trace amounts of xylenes (0.1552 ppm), chromium (7.9 ppm), and silver (0.103 ppm) were also detected in the soil sample collected from SB-3; all concentrations were below current IDEM Default Closure Levels.

It is difficult to impossible to provide a cost for closure at this point because we do not have enough data. Additional soil samples are needed to verify that a problem exists, and to define the magnitude of the problem. It is our opinion that additional soil and ground water data is needed to close the site. It is also quite likely that the work required to close the site would involve soil and ground water sampling and meetings/negotiations with IDEM. We doubt that any actual "clean-up" work (soil removal and disposal) is required to formally close the site with IDEM.

We hope this brief report meets with your present needs. If you have any further questions or comments, please do not hesitate to call.

Sincerely,

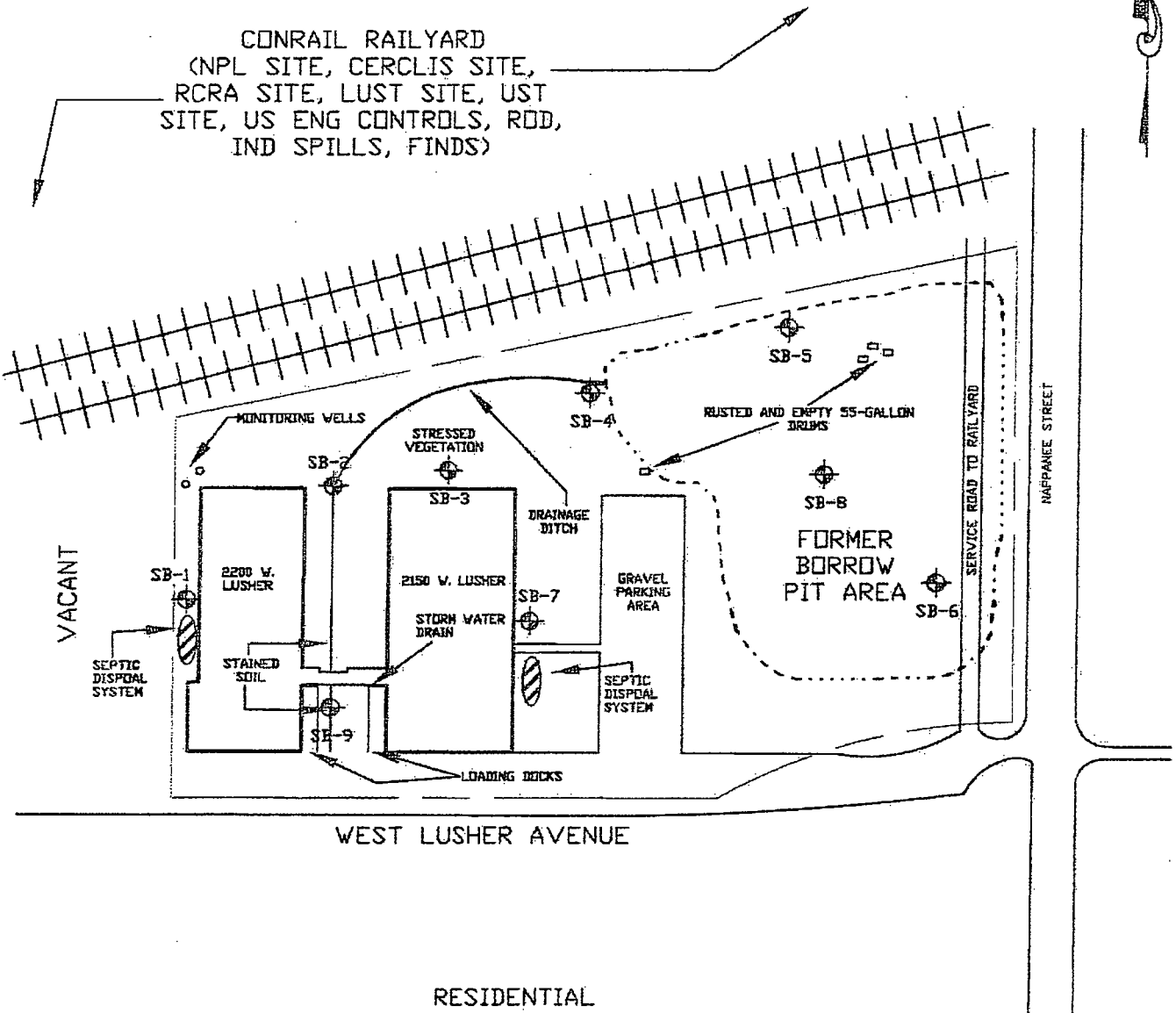
WIGHTMAN ENVIRONMENTAL, INC.

Jon M. Hermann

SOIL BORING LOCATION MAP 2150 & 2200 W. LUSHER AVE. ELKHART, INDIANA



CONRAIL RAILYARD
(NPL SITE, CERCLIS SITE,
RCRA SITE, LUST SITE, UST
SITE, US ENG CONTROLS, ROD,
IND SPILLS, FINDS)



LEGEND

- SEPTIC DISPOSAL SYSTEM
- PROPERTY BOUNDARY
- FORMER BORROW PIT
- RAILROAD TRACKS

FOR: SOUTHSORE COMPANIES		WIGHTMAN ENVIRONMENTAL, INC. 4050 King Drive, P.O. Box 95 Sodus, NY 14912 Phone: (269) 934-7707 Fax: (269) 934-7414 www.wightman-env.com	SCALE: NOT TO SCALE
JOB NUMBER: 060025			DRAWN BY: ASW
DATE: MARCH, 2006			

LABORATORY RESULTS FOR SOIL SAMPLE COLLECTED FROM SB-3
2150 & 2200 W. LUSHER AVENUE
ELKHART, INDIANA

(All figures are listed in parts per million)

			IDEM Default Closure Level	Soil Direct Contact	Migration to Groundwater
<u>PARAMETER</u>	<u>Result</u>				
Arsenic	13		3.9	3.9	29
Barium	40		1,600	23,000	1,600
Cadmium	0.99		7.5	12	7.5
Chromium	7.9		38	430	38
Copper	170		920	13,000	920
Lead	590		81	400	81
Mercury	1.8E-4		2.1	100	2.1
Silver	0.103		31	1,700	31
Xylene	0.1552		170	690	210
Zinc	210		10,000	100,000	14,000

April, 2006
Job #060025

WE

Tuesday, April 04, 2006

Mr. Alex Wallace
Wightman Environmental
PO Box 95
4050 King Drive
Sodus, MI 49126-0095

RE: 060025

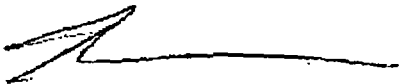
Order No.: 0603460

Dear Mr. Alex Wallace:

Prein & Newhof received 10 sample(s) on 3/28/2006 for the analyses presented in the following report.

Samples received on ice and analyzed by MDEQ approved methods.

Sincerely,



Prein & Newhof
Environmental Laboratory

Date: 04-Apr-06

Customer Name: Wightman Environmental

PO Box 95
4050 King Drive
Sodus, MI 49126-0095

Contact Name: Mr. Alex Wallace

PO Box 95
4050 King Drive
Sodus, MI 49126-0095

Project: 060025

Project No: 91171L

Lab Order: 0603460

Matrix: SOIL

Sampled By: A. Wallace

Lab ID: 0603460-001

Client Sample ID: SB-1 (9-10')

Collection Date: 3/27/2006

Received Date: 3/28/2006

Analyses	Result	PQL	Units	DF	Date Analyzed
VOLATILE ORGANIC COMPOUNDS, GC/MS		SW8260B			Analyst: ATD
1,1,1,2-Tetrachloroethane	< 100	100	µg/Kg-dry	1	3/29/2006
1,1,1-Trichloroethane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,1,2,2-Tetrachloroethane	< 100	100	µg/Kg-dry	1	3/29/2006
1,1,2-Trichloroethane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,1-Dichloroethane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,1-Dichloroethene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,2,3-Trichlorobenzene	< 330	330	µg/Kg-dry	1	3/29/2006
1,2,3-Trichloropropane	< 100	100	µg/Kg-dry	1	3/29/2006
1,2,4-Trichlorobenzene	< 330	330	µg/Kg-dry	1	3/29/2006
1,2-Dibromo-3-chloropropane	< 250	250	µg/Kg-dry	1	3/29/2006
1,2-Dichlorobenzene	< 100	100	µg/Kg-dry	1	3/29/2006
1,2-Dichloropropane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,3-Dichlorobenzene	< 100	100	µg/Kg-dry	1	3/29/2006
1,4-Dichlorobenzene	< 100	100	µg/Kg-dry	1	3/29/2006
2-Butanone	< 2500	2500	µg/Kg-dry	1	3/29/2006
2-Hexanone	< 2500	2500	µg/Kg-dry	1	3/29/2006
4-Methyl 2-pentanone	< 2500	2500	µg/Kg-dry	1	3/29/2006
Acetone	< 5000	5000	µg/Kg-dry	1	3/29/2006
Acrylonitrile	< 2500	2500	µg/Kg-dry	1	3/29/2006
Bromochloromethane	< 100	100	µg/Kg-dry	1	3/29/2006
Bromodichloromethane	< 100	100	µg/Kg-dry	1	3/29/2006
Bromoform	< 100	100	µg/Kg-dry	1	3/29/2006
Bromomethane	< 250	250	µg/Kg-dry	1	3/29/2006
Carbon disulfide	< 250	250	µg/Kg-dry	1	3/29/2006
Carbon tetrachloride	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Chlorobenzene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Chloroethane	< 250	250	µg/Kg-dry	1	3/29/2006
Chloroform	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Chloromethane	< 250	250	µg/Kg-dry	1	3/29/2006
cis-1,2-Dichloroethene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
cis-1,3-Dichloropropene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Dibromochloromethane	< 100	100	µg/Kg-dry	1	3/29/2006
Dibromomethane	< 250	250	µg/Kg-dry	1	3/29/2006
Dichlorodifluoromethane	< 100	100	µg/Kg-dry	1	3/29/2006
Diethyl ether	< 2500	2500	µg/Kg-dry	1	3/29/2006
Hexachloroethane	< 100	100	µg/Kg-dry	1	3/29/2006

Base Report-
Continuous

Project: 060025

Project No: 91171L

Lab Order: 0603460

Matrix: SOIL

Sampled By: A. Wallace

VOLATILE ORGANIC COMPOUNDS, GCMS

SW8260B

Analyst: ATD

Iodomethane	< 100	100	µg/Kg-dry	1	3/29/2006
Isopropylbenzene	< 100	100	µg/Kg-dry	1	3/29/2006
Methylene chloride	< 250	250	µg/Kg-dry	1	3/29/2006
n-Propylbenzene	< 100	100	µg/Kg-dry	1	3/29/2006
Styrene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Tetrachloroethene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Tetrahydrofuran	< 1000	1000	µg/Kg-dry	1	3/29/2006
trans-1,2-Dichloroethene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
trans-1,3-Dichloropropene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
trans-1,4-Dichloro-2-butene	< 100	100	µg/Kg-dry	1	3/29/2006
Trichloroethene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Trichlorofluoromethane	< 100	100	µg/Kg-dry	1	3/29/2006
Vinyl acetate	< 2500	2500	µg/Kg-dry	1	3/29/2006
Vinyl chloride	< 100	100	µg/Kg-dry	1	3/29/2006
Benzene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Toluene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Ethylbenzene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
m,p-Xylene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
o-Xylene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,2,4-Trimethylbenzene	< 100	100	µg/Kg-dry	1	3/29/2006
1,3,5-Trimethylbenzene	< 100	100	µg/Kg-dry	1	3/29/2006
Methyl tert-butyl ether	< 250	250	µg/Kg-dry	1	3/29/2006
1,2-Dibromoethane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,2-Dichloroethane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Naphthalene	< 250	250	µg/Kg-dry	1	3/29/2006
2-Methylnaphthalene	< 250	250	µg/Kg-dry	1	3/29/2006

Solids, Total(TS)

92.0

D2216

0

wt%

1

Analyst: ATD

3/29/2006

Prcin&Newhof

Base Report-
Continuous

3260 Evergreen Drive, NE Grand Rapids, MI 49525 t. 616-364-7600 f. 616-364-4222 www.prcinnewhof.com

Page 2 of 20

Project: 060025

Project No: 91171L

Lab Order: 0603460

Matrix: SOIL

Sampled By: A. Wallace

Lab ID: 0603460-002

Collection Date: 3/27/2006

Client Sample ID: SB-2 (7-8')

Received Date: 3/28/2006

Analyses	Result	PQL	Units	DF	Date Analyzed
VOLATILE ORGANIC COMPOUNDS, GCMS		SW8260B			Analyst: ATD
1,1,1,2-Tetrachloroethane	< 100	100	µg/Kg-dry	1	3/29/2006
1,1,1-Trichloroethane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,1,2,2-Tetrachloroethane	< 100	100	µg/Kg-dry	1	3/29/2006
1,1,2-Trichloroethane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,1-Dichloroethane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,1-Dichloroethane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,2,3-Trichlorobenzene	< 330	330	µg/Kg-dry	1	3/29/2006
1,2,3-Trichloropropane	< 100	100	µg/Kg-dry	1	3/29/2006
1,2,4-Trichlorobenzene	< 330	330	µg/Kg-dry	1	3/29/2006
1,2-Dibromo-3-chloropropane	< 250	250	µg/Kg-dry	1	3/29/2006
1,2-Dichlorobenzene	< 100	100	µg/Kg-dry	1	3/29/2006
1,2-Dichloropropane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,3-Dichlorobenzene	< 100	100	µg/Kg-dry	1	3/29/2006
1,4-Dichlorobenzene	< 100	100	µg/Kg-dry	1	3/29/2006
2-Butanone	< 2500	2500	µg/Kg-dry	1	3/29/2006
2-Hexanone	< 2500	2500	µg/Kg-dry	1	3/29/2006
4-Methyl-2-pentanone	< 2500	2500	µg/Kg-dry	1	3/29/2006
Acetone	< 5000	5000	µg/Kg-dry	1	3/29/2006
Acrylonitrile	< 2500	2500	µg/Kg-dry	1	3/29/2006
Bromochloromethane	< 100	100	µg/Kg-dry	1	3/29/2006
Bromodichloromethane	< 100	100	µg/Kg-dry	1	3/29/2006
Bromoform	< 100	100	µg/Kg-dry	1	3/29/2006
Bromomethane	< 250	250	µg/Kg-dry	1	3/29/2006
Carbon disulfide	< 250	250	µg/Kg-dry	1	3/29/2006
Carbon tetrachloride	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Chlorobenzene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Chloroethane	< 250	250	µg/Kg-dry	1	3/29/2006
Chloroform	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Chloromethane	< 250	250	µg/Kg-dry	1	3/29/2006
cis-1,2-Dichloroethene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
cis-1,3-Dichloropropene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Dibromochloromethane	< 100	100	µg/Kg-dry	1	3/29/2006
Dibromomethane	< 250	250	µg/Kg-dry	1	3/29/2006
Dichlorodifluoromethane	< 100	100	µg/Kg-dry	1	3/29/2006
Diethyl ether	< 2500	2500	µg/Kg-dry	1	3/29/2006
Hexachloroethane	< 100	100	µg/Kg-dry	1	3/29/2006
Iodomethane	< 100	100	µg/Kg-dry	1	3/29/2006
Isopropylbenzene	< 100	100	µg/Kg-dry	1	3/29/2006
Methylene chloride	< 250	250	µg/Kg-dry	1	3/29/2006
n-Propylbenzene	< 100	100	µg/Kg-dry	1	3/29/2006
Styrene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Tetrachloroethane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Tetrahydrofuran	< 1000	1000	µg/Kg-dry	1	3/29/2006
trans-1,2-Dichloroethene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
trans-1,3-Dichloropropene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006

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BaseReport-
Continuous

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Project: 060025

Project No: 91171L

Lab Order: 0603460

Matrix: SOIL

Sampled By: A. Wallace

VOLATILE ORGANIC COMPOUNDS, GCMS

SW8260B

Analyst: ATD

trans-1,4-Dichloro-2-butene	< 100	100	µg/Kg-dry	1	3/29/2006
Trichloroethene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Trichlorofluoromethane	< 100	100	µg/Kg-dry	1	3/29/2006
Vinyl acetate	< 2500	2500	µg/Kg-dry	1	3/29/2006
Vinyl chloride	< 100	100	µg/Kg-dry	1	3/29/2006
Benzene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Toluene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Ethylbenzene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
m,p-Xylene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
o-Xylene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,2,4-Trimethylbenzene	< 100	100	µg/Kg-dry	1	3/29/2006
1,3,5-Trimethylbenzene	< 100	100	µg/Kg-dry	1	3/29/2006
Methyl tert-butyl ether	< 250	250	µg/Kg-dry	1	3/29/2006
1,2-Dibromoethane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,2-Dichloroethane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Naphthalene	< 250	250	µg/Kg-dry	1	3/29/2006
2-Methylnaphthalene	< 250	250	µg/Kg-dry	1	3/29/2006

Solids, Total(TS)

96.0

D2216

0

wt%

1

Analyst: ATD

3/29/2006

Prein&Newhof

Base Report -
Continuous

3260 Evergreen Drive, NE, Grand Rapids, MI 49525 T 616-364-7600 F 616-364-4222 www.preinnewhof.com

Page 4 of 20

Project: 060025

Project No: 91171L

Lab Order: 0603460

Matrix: SOIL

Sampled By: A. Wallace

Lab ID: 0603460-003

Collection Date: 3/27/2006

Client Sample ID: SB-3 (5-6)

Received Date: 3/28/2006

Analyses	Result	PQL	Units	DF	Date Analyzed
METALS, TOTAL		EPA 6010B			Analyst: SB
Silver 0.103	103.31 ppm	37.4	µg/Kg-dry	1	4/4/2006
MERCURY, TOTAL		EPA 7471A (EPA 7471A)			Analyst: SB
Mercury 1.8E-04	0.18 2.1 ppm	0.019	mg/Kg-dry	1	3/30/2006
METALS, TOTAL		EPA 6010A			Analyst: SB
Arsenic 3	13000 3.9 ppm	500	µg/Kg-dry	1	3/30/2006
Barium 40	40000 1600 ppm	25	µg/Kg-dry	1	3/30/2006
Cadmium 0.99	890 7.5 ppm	50	µg/Kg-dry	1	3/30/2006
Chromium 7.9	7900 3.8 ppm	100	µg/Kg-dry	1	3/30/2006
Copper 170	170000 420 ppm	50	µg/Kg-dry	1	3/30/2006
Lead 590	590000 91 ppm	120	µg/Kg-dry	1	3/30/2006
Zinc 210	210000 10200 ppm	25	µg/Kg-dry	1	3/30/2006
METALS, TOTAL		SW7740			Analyst: SB
Selenium	< 99.7	99.7	µg/Kg-dry	1	3/29/2006
VOLATILE ORGANIC COMPOUNDS, GCMS		SW8260B			Analyst: ATD
1,1,1,2-Tetrachloroethane	< 100	100	µg/Kg-dry	1	3/29/2006
1,1,1-Trichloroethane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,1,2,2-Tetrachloroethane	< 100	100	µg/Kg-dry	1	3/29/2006
1,1,2-Trichloroethane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,1-Dichloroethane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,1-Dichloroethene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,2,3-Trichlorobenzene	< 330	330	µg/Kg-dry	1	3/29/2006
1,2,3-Trichloropropane	< 100	100	µg/Kg-dry	1	3/29/2006
1,2,4-Trichlorobenzene	< 330	330	µg/Kg-dry	1	3/29/2006
1,2-Dibromo-3-chloropropane	< 250	250	µg/Kg-dry	1	3/29/2006
1,2-Dichlorobenzene	< 100	100	µg/Kg-dry	1	3/29/2006
1,2-Dichloropropane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,3-Dichlorobenzene	< 100	100	µg/Kg-dry	1	3/29/2006
1,4-Dichlorobenzene	< 100	100	µg/Kg-dry	1	3/29/2006
2-Butanone	< 2500	2500	µg/Kg-dry	1	3/29/2006
2-Hexanone	< 2500	2500	µg/Kg-dry	1	3/29/2006
4-methyl-2-pentanone	< 2500	2500	µg/Kg-dry	1	3/29/2006
Acetone	< 5000	5000	µg/Kg-dry	1	3/29/2006
Acrylonitrile	< 2500	2500	µg/Kg-dry	1	3/29/2006
Bromochloromethane	< 100	100	µg/Kg-dry	1	3/29/2006
Bromodichloromethane	< 100	100	µg/Kg-dry	1	3/29/2006
Bromoform	< 100	100	µg/Kg-dry	1	3/29/2006
Bromomethane	< 250	250	µg/Kg-dry	1	3/29/2006
Carbon disulfide	< 250	250	µg/Kg-dry	1	3/29/2006
Carbon tetrachloride	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Chlorobenzene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Chloroethane	< 250	250	µg/Kg-dry	1	3/29/2006
Chloroform	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Chloromethane	< 250	250	µg/Kg-dry	1	3/29/2006

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Base Report-
Continues

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3260 Evergreen Drive, NE Grand Rapids, MI 49525 T 616-364-7600 F 616-364-4222 www.preinnewhof.com

Project: 060025

Project No: 91171L

Lab Order: 0603460

Matrix: SOIL

Sampled By: A. Wallace

VOLATILE ORGANIC COMPOUNDS, GCMS

SW8260B

Analyst: ATD

cis-1,2-Dichloroethene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
cis-1,3-Dichloropropene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Dibromochloromethane	< 100	100	µg/Kg-dry	1	3/29/2006
Dibromomethane	< 250	250	µg/Kg-dry	1	3/29/2006
Dichlorodifluoromethane	< 100	100	µg/Kg-dry	1	3/29/2006
Diethyl ether	< 2500	2500	µg/Kg-dry	1	3/29/2006
Hexachloroethane	< 100	100	µg/Kg-dry	1	3/29/2006
Iodomethane	< 100	100	µg/Kg-dry	1	3/29/2006
Isopropylbenzene	< 100	100	µg/Kg-dry	1	3/29/2006
Methylene chloride	< 250	250	µg/Kg-dry	1	3/29/2006
n-Propylbenzene	< 100	100	µg/Kg-dry	1	3/29/2006
Styrene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Tetrachloroethene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Tetrahydrofuran	< 1000	1000	µg/Kg-dry	1	3/29/2006
trans-1,2-Dichloroethene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
trans-1,3-Dichloropropene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
trans-1,4-Dichloro-2-butene	< 100	100	µg/Kg-dry	1	3/29/2006
Trichloroethene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Trichlorofluoromethane	< 100	100	µg/Kg-dry	1	3/29/2006
Vinyl acetate	< 2500	2500	µg/Kg-dry	1	3/29/2006
Vinyl chloride	< 100	100	µg/Kg-dry	1	3/29/2006
Benzene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Toluene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Ethylbenzene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
m,p-Xylene	92.0	50.0	µg/Kg-dry	1	3/29/2006
o-Xylene	53.2	50.0	µg/Kg-dry	1	3/29/2006
1,2,4-Trimethylbenzene	< 100	100	µg/Kg-dry	1	3/29/2006
1,3,5-Trimethylbenzene	< 100	100	µg/Kg-dry	1	3/29/2006
Methyl tert-butyl ether	< 250	250	µg/Kg-dry	1	3/29/2006
1,2-Dibromoethane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,2-Dichloroethane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Naphthalene	< 250	250	µg/Kg-dry	1	3/29/2006
2-Methylnaphthalene	< 250	250	µg/Kg-dry	1	3/29/2006

D2216

Analyst: ATD

Solids, Total(TS)	87.0	0	wt%	1	3/29/2006
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Project: 060025

Project No: 91171L

Lab Order: 0603460

Matrix: SOIL

Sampled By: A. Wallace

Lab ID: 0603460-004

Collection Date: 3/27/2006

Client Sample ID: SB-6 (S-6)

Received Date: 3/28/2006

Analyses	Result	PQL	Units	DF	Date Analyzed
VOLATILE ORGANIC COMPOUNDS, GCMS		SW8260B			Analyst: ATD
1,1,1,2-Tetrachloroethane	< 100	100	µg/Kg-dry	1	3/29/2006
1,1,1-Trichloroethane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,1,2,2-Tetrachloroethane	< 100	100	µg/Kg-dry	1	3/29/2006
1,1,2-Trichloroethane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,1-Dichloroethane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,1-Dichloroethene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,2,3-Trichlorobenzene	< 330	330	µg/Kg-dry	1	3/29/2006
1,2,3-Trichloropropane	< 100	100	µg/Kg-dry	1	3/29/2006
1,2,4-Trichlorobenzene	< 330	330	µg/Kg-dry	1	3/29/2006
1,2-Dibromo-3-chloropropane	< 250	250	µg/Kg-dry	1	3/29/2006
1,2-Dichlorobenzene	< 100	100	µg/Kg-dry	1	3/29/2006
1,2-Dichloropropane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,3-Dichlorobenzene	< 100	100	µg/Kg-dry	1	3/29/2006
1,4-Dichlorobenzene	< 100	100	µg/Kg-dry	1	3/29/2006
2-Butanone	< 2500	2500	µg/Kg-dry	1	3/29/2006
2-Hexanone	< 2500	2500	µg/Kg-dry	1	3/29/2006
4-Methyl-2-pentanone	< 2500	2500	µg/Kg-dry	1	3/29/2006
Acetone	< 5000	5000	µg/Kg-dry	1	3/29/2006
Acrylonitrile	< 2500	2500	µg/Kg-dry	1	3/29/2006
Bromochloromethane	< 100	100	µg/Kg-dry	1	3/29/2006
Bromodichloromethane	< 100	100	µg/Kg-dry	1	3/29/2006
Bromoform	< 100	100	µg/Kg-dry	1	3/29/2006
Bromomethane	< 250	250	µg/Kg-dry	1	3/29/2006
Carbon disulfide	< 250	250	µg/Kg-dry	1	3/29/2006
Carbon tetrachloride	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Chlorobenzene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Chloroethane	< 250	250	µg/Kg-dry	1	3/29/2006
Chloroform	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Chloromethane	< 250	250	µg/Kg-dry	1	3/29/2006
cis-1,2-Dichloroethene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
cis-1,3-Dichloropropene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Dibromochloromethane	< 100	100	µg/Kg-dry	1	3/29/2006
Dibromomethane	< 250	250	µg/Kg-dry	1	3/29/2006
Dichlorodifluoromethane	< 100	100	µg/Kg-dry	1	3/29/2006
Diethyl ether	< 2500	2500	µg/Kg-dry	1	3/29/2006
Hexachloroethane	< 100	100	µg/Kg-dry	1	3/29/2006
Iodomethane	< 100	100	µg/Kg-dry	1	3/29/2006
Isopropylbenzene	< 100	100	µg/Kg-dry	1	3/29/2006
Methylene chloride	< 250	250	µg/Kg-dry	1	3/29/2006
n-Propylbenzene	< 100	100	µg/Kg-dry	1	3/29/2006
Styrene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Tetrachloroethene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Tetrahydrofuran	< 1000	1000	µg/Kg-dry	1	3/29/2006
trans-1,2-Dichloroethene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
trans-1,3-Dichloropropene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006

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3260 Livingston Drive, NE Grand Rapids, MI 49525 t. 616-364-7600 f. 616-364-4222 www.pramnewhof.com

Project: 060025

Project No: 91171L

Lab Order: 0603460

Matrix: SOIL

Sampled By: A. Wallace

VOLATILE ORGANIC COMPOUNDS, GCMS

SW8260B

Analyst: ATD

trans-1,4-Dichloro-2-butene	< 100	100	µg/Kg-dry	1	3/29/2006
Trichloroethene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Trichlorofluoromethane	< 100	100	µg/Kg-dry	1	3/29/2006
Vinyl acetate	< 2500	2500	µg/Kg-dry	1	3/29/2006
Vinyl chloride	< 100	100	µg/Kg-dry	1	3/29/2006
Benzene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Toluene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Ethylbenzene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
m,p-Xylene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
o-Xylene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,2,4-Trimethylbenzene	< 100	100	µg/Kg-dry	1	3/29/2006
1,3,5-Trimethylbenzene	< 100	100	µg/Kg-dry	1	3/29/2006
Methyl tert-butyl ether	< 250	250	µg/Kg-dry	1	3/29/2006
1,2-Dibromoethane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,2-Dichloroethane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Naphthalene	< 250	250	µg/Kg-dry	1	3/29/2006
2-Methylnaphthalene	< 250	250	µg/Kg-dry	1	3/29/2006

D2216

Analyst: ATD

Solids, Total(TS)	92.0	0	wt%	1	3/29/2006
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Project: 060025

Project No: 91171L

Lab Order: 0603460

Matrix: SOIL

Sampled By: A. Wallace

Lab ID: 0603460-005

Collection Date: 3/27/2006

Client Sample ID: SB-7 (2-3')

Received Date: 3/28/2006

Analyses	Result	PQL	Units	DF	Date Analyzed
VOLATILE ORGANIC COMPOUNDS, GCMS		SW826DB			Analyst: ATD
1,1,1,2-Tetrachloroethane	< 100	100	µg/Kg-dry	1	3/29/2006
1,1,1-Trichloroethane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,1,2,2-Tetrachloroethane	< 100	100	µg/Kg-dry	1	3/29/2006
1,1,2-Trichloroethane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,1-Dichloroethane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,1-Dichloroethene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,2,3-Trichlorobenzene	< 330	330	µg/Kg-dry	1	3/29/2006
1,2,3-Trichloropropane	< 100	100	µg/Kg-dry	1	3/29/2006
1,2,4-Trichlorobenzene	< 330	330	µg/Kg-dry	1	3/29/2006
1,2-Dibromo-3-chloropropane	< 250	250	µg/Kg-dry	1	3/29/2006
1,2-Dichlorobenzene	< 100	100	µg/Kg-dry	1	3/29/2006
1,2-Dichloropropane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,3-Dichlorobenzene	< 100	100	µg/Kg-dry	1	3/29/2006
1,4-Dichlorobenzene	< 100	100	µg/Kg-dry	1	3/29/2006
2-Butanone	< 2500	2500	µg/Kg-dry	1	3/29/2006
2-Hexanone	< 2500	2500	µg/Kg-dry	1	3/29/2006
4-Methyl-2-pentanone	< 2500	2500	µg/Kg-dry	1	3/29/2006
Acetone	< 5000	5000	µg/Kg-dry	1	3/29/2006
Acrylonitrile	< 2500	2500	µg/Kg-dry	1	3/29/2006
Bromochloromethane	< 100	100	µg/Kg-dry	1	3/29/2006
Bromodichloromethane	< 100	100	µg/Kg-dry	1	3/29/2006
Bromofom	< 100	100	µg/Kg-dry	1	3/29/2006
Bromomethane	< 250	250	µg/Kg-dry	1	3/29/2006
Carbon disulfide	< 250	250	µg/Kg-dry	1	3/29/2006
Carbon tetrachloride	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Chlorobenzene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Chloroethane	< 250	250	µg/Kg-dry	1	3/29/2006
Chloroform	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Chloromethane	< 250	250	µg/Kg-dry	1	3/29/2006
cis-1,2-Dichloroethene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
cis-1,3-Dichloropropene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Dibromochloromethane	< 100	100	µg/Kg-dry	1	3/29/2006
Dibromomethane	< 250	250	µg/Kg-dry	1	3/29/2006
Dichlorodifluoromethane	< 100	100	µg/Kg-dry	1	3/29/2006
Diethyl ether	< 2500	2500	µg/Kg-dry	1	3/29/2006
Hexachloroethane	< 100	100	µg/Kg-dry	1	3/29/2006
Iodomethane	< 100	100	µg/Kg-dry	1	3/29/2006
Isopropylbenzene	< 100	100	µg/Kg-dry	1	3/29/2006
Methylene chloride	< 250	250	µg/Kg-dry	1	3/29/2006
n-Propylbenzene	< 100	100	µg/Kg-dry	1	3/29/2006
Styrene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Tetrachloroethane	< 50.0	50.0	µg/Kg-dry	1	3/28/2006
Tetrahydrofuran	< 1000	1000	µg/Kg-dry	1	3/29/2006
trans-1,2-Dichloroethene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
trans-1,3-Dichloropropene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006

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3260 Evergreen Drive, NE Grand Rapids, MI 49525 T 616-364-7600 F 616-364-1222 www.preinnewhof.com

Project: 060025

Project No: 91171L

Lab Order: 0603460

Matrix: SOIL

Sampled By: A. Wallace

VOLATILE ORGANIC COMPOUNDS, GCMS

SW8260B

Analyst: ATD

trans-1,4-Dichloro-2-butene	< 100	100	µg/Kg-dry	1	3/29/2006
Trichloroethene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Trichlorofluoromethane	< 100	100	µg/Kg-dry	1	3/29/2006
Vinyl acetate	< 2500	2500	µg/Kg-dry	1	3/29/2006
Vinyl chloride	< 100	100	µg/Kg-dry	1	3/29/2006
Benzene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Toluene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Ethylbenzene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
m,p-Xylene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
o-Xylene	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,2,4-Trimethylbenzene	< 100	100	µg/Kg-dry	1	3/29/2006
1,3,5-Trimethylbenzene	< 100	100	µg/Kg-dry	1	3/29/2006
Methyl tert-butyl ether	< 250	250	µg/Kg-dry	1	3/29/2006
1,2-Dibromoethane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
1,2-Dichloroethane	< 50.0	50.0	µg/Kg-dry	1	3/29/2006
Naphthalene	< 250	250	µg/Kg-dry	1	3/29/2006
2-Methylnaphthalene	< 250	250	µg/Kg-dry	1	3/29/2006

D2216

Analyst: ATD

Solids, Total(TS)	91.0	0	wt%	1	3/29/2006
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Project: 060025

Project No: 91171L

Lab Order: 0603460

Matrix: GROUNDWATER

Sampled By: A. Wallace

Lab ID: 0603460-006

Collection Date: 3/27/2006

Client Sample ID: SB-1-GW

Received Date: 3/28/2006

Analyses	Result	PQL	Units	DF	Date Analyzed
VOLATILE ORGANIC COMPOUNDS, GCMS		SW8260B		Analyst: ATD	
1,1,1,2-Tetrachloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,1,1-Trichloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,1,2,2-Tetrachloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,1,2-Trichloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,1-Dichloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,1-Dichloroethene	< 1.0	1.0	µg/L	1	3/29/2006
1,2,3-Trichlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,2,3-Trichloropropane	< 1.0	1.0	µg/L	1	3/29/2006
1,2,4-Trichlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,2,4-Trimethylbenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,2-Dibromo-3-chloropropane	< 1.0	1.0	µg/L	1	3/29/2006
1,2-Dibromoethane	< 1.0	1.0	µg/L	1	3/29/2006
1,2-Dichlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,2-Dichloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,2-Dichloropropane	< 1.0	1.0	µg/L	1	3/29/2006
1,3,5-Trimethylbenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,3-Dichlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,4-Dichlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
2-Butanone	< 5.0	5.0	µg/L	1	3/29/2006
2-Hexanone	< 5.0	5.0	µg/L	1	3/29/2006
2-Methylnaphthalene	< 1.0	1.0	µg/L	1	3/29/2006
4-Methyl-2-pentanone	< 5.0	5.0	µg/L	1	3/29/2006
Acetone	< 20	20	µg/L	1	3/29/2006
Acrylonitrile	< 1.0	1.0	µg/L	1	3/29/2006
Benzene	< 1.0	1.0	µg/L	1	3/29/2006
Bromochloromethane	< 1.0	1.0	µg/L	1	3/29/2006
Bromodichloromethane	< 1.0	1.0	µg/L	1	3/29/2006
Bromoforn	< 1.0	1.0	µg/L	1	3/29/2006
Bromomethane	< 5.0	5.0	µg/L	1	3/29/2006
Carbon disulfide	< 5.0	5.0	µg/L	1	3/29/2006
Carbon tetrachloride	< 1.0	1.0	µg/L	1	3/29/2006
Chlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
Chloroethane	< 5.0	5.0	µg/L	1	3/29/2006
Chloroform	< 1.0	1.0	µg/L	1	3/29/2006
Chloromethane	< 5.0	5.0	µg/L	1	3/29/2006
cis-1,2-Dichloroethane	< 1.0	1.0	µg/L	1	3/29/2006
cis-1,3-Dichloropropene	< 1.0	1.0	µg/L	1	3/29/2006
Dibromochloromethane	< 1.0	1.0	µg/L	1	3/29/2006
Dibromomethane	< 1.0	1.0	µg/L	1	3/29/2006
Dichlorodifluoromethane	< 5.0	5.0	µg/L	1	3/29/2006
Diethyl ether	< 5.0	5.0	µg/L	1	3/29/2006
Ethylbenzene	< 1.0	1.0	µg/L	1	3/29/2006
Hexachloroethane	< 1.0	1.0	µg/L	1	3/29/2006
Iodomethane	< 1.0	1.0	µg/L	1	3/29/2006
Isopropylbenzene	< 1.0	1.0	µg/L	1	3/29/2006

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3260 Evergreen Drive, NE Grand Rapids, MI 49525 T. 616-364-7660 F. 616-364-4222 www.preinnewhof.com

Project: 060025

Project No: 91171L

Lab Order: 0603460

Matrix: GROUNDWATER

Sampled By: A. Wallace

VOLATILE ORGANIC COMPOUNDS, GCMS

SW8260B

Analyst: ATD

Methyl tert-butyl ether	< 5.0	5.0	µg/L	1	3/29/2006
Methylene chloride	< 5.0	5.0	µg/L	1	3/29/2006
Naphthalene	< 1.0	1.0	µg/L	1	3/29/2006
n-Propylbenzene	< 1.0	1.0	µg/L	1	3/29/2006
Styrene	< 1.0	1.0	µg/L	1	3/29/2006
Tetrachloroethene	< 1.0	1.0	µg/L	1	3/29/2006
Tetrahydrofuran	< 50	50	µg/L	1	3/29/2006
Toluene	< 1.0	1.0	µg/L	1	3/29/2006
trans-1,2-Dichloroethene	< 1.0	1.0	µg/L	1	3/29/2006
trans-1,3-Dichloropropane	< 1.0	1.0	µg/L	1	3/29/2006
trans-1,4-Dichloro-2-butene	< 1.0	1.0	µg/L	1	3/29/2006
Trichloroethene	< 1.0	1.0	µg/L	1	3/29/2006
Trichlorofluoromethane	< 5.0	5.0	µg/L	1	3/29/2006
Vinyl acetate	< 1.0	1.0	µg/L	1	3/29/2006
Vinyl chloride	< 1.0	1.0	µg/L	1	3/29/2006
m,p-Xylene	< 1.0	1.0	µg/L	1	3/29/2006
o-Xylene	< 1.0	1.0	µg/L	1	3/29/2006

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3360 Evergreen Drive, NE Grand Rapids, MI 49525 t. 616-364-7600 f. 616-364-4222 www.preinnewhof.com

Lab ID: 0603460-007
Client Sample ID: SB-2-GW

Collection Date: 3/27/2006
Received Date: 3/28/2006

Analyses	Result	PQL	Units	DF	Date Analyzed
VOLATILE ORGANIC COMPOUNDS, GCMS		SW8260B			Analyst: ATD
1,1,1,2-Tetrachloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,1,1-Trichloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,1,2,2-Tetrachloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,1,2-Trichloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,1-Dichloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,1-Dichloroethene	< 1.0	1.0	µg/L	1	3/29/2006
1,2,3-Trichlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,2,3-Trichloropropane	< 1.0	1.0	µg/L	1	3/29/2006
1,2,4-Trichlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,2,4-Trimethylbenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,2-Dibromo-3-chloropropane	< 1.0	1.0	µg/L	1	3/29/2006
1,2-Dibromoethane	< 1.0	1.0	µg/L	1	3/29/2006
1,2-Dichlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,2-Dichloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,2-Dichloropropane	< 1.0	1.0	µg/L	1	3/29/2006
1,3,5-Trimethylbenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,3-Dichlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,4-Dichlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
2-Butanone	< 5.0	5.0	µg/L	1	3/29/2006
2-Hexanone	< 5.0	5.0	µg/L	1	3/29/2006
2-Methylnaphthalene	< 1.0	1.0	µg/L	1	3/29/2006
4-Methyl-2-pentanone	< 5.0	5.0	µg/L	1	3/29/2006
Acetone	< 20	20	µg/L	1	3/29/2006
Acrylonitrile	< 1.0	1.0	µg/L	1	3/29/2006
Benzene	< 1.0	1.0	µg/L	1	3/29/2006
Bromochloromethane	< 1.0	1.0	µg/L	1	3/29/2006
Bromodichloromethane	< 1.0	1.0	µg/L	1	3/29/2006
Bromoforn	< 1.0	1.0	µg/L	1	3/29/2006
Bromomethane	< 5.0	5.0	µg/L	1	3/29/2006
Carbon disulfide	< 5.0	5.0	µg/L	1	3/29/2006
Carbon tetrachloride	< 1.0	1.0	µg/L	1	3/29/2006
Chlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
Chloroethane	< 5.0	5.0	µg/L	1	3/29/2006
Chloroform	< 1.0	1.0	µg/L	1	3/29/2006
Chloromethane	< 5.0	5.0	µg/L	1	3/29/2006
cis-1,2-Dichloroethene	< 1.0	1.0	µg/L	1	3/29/2006
cis-1,3-Dichloropropene	< 1.0	1.0	µg/L	1	3/29/2006
Dibromochloromethane	< 1.0	1.0	µg/L	1	3/29/2006
Dibromomethane	< 1.0	1.0	µg/L	1	3/29/2006
Dichlorodifluoromethane	< 5.0	5.0	µg/L	1	3/29/2006
Diethyl ether	< 5.0	5.0	µg/L	1	3/29/2006
Ethylbenzene	< 1.0	1.0	µg/L	1	3/29/2006
Hexachloroethane	< 1.0	1.0	µg/L	1	3/29/2006
Iodomethane	< 1.0	1.0	µg/L	1	3/29/2006
Isopropylbenzene	< 1.0	1.0	µg/L	1	3/29/2006

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VOLATILE ORGANIC COMPOUNDS, GCMS

SW8260B

Analyst: ATD

Methyl tert-butyl ether	< 5.0	5.0	µg/L	1	3/29/2006
Methylene chloride	< 5.0	5.0	µg/L	1	3/29/2006
Naphthalene	< 1.0	1.0	µg/L	1	3/29/2006
n-Propylbenzene	< 1.0	1.0	µg/L	1	3/29/2006
Styrene	< 1.0	1.0	µg/L	1	3/29/2006
Tetrachloroethene	< 1.0	1.0	µg/L	1	3/29/2006
Tetrahydrofuran	< 50	50	µg/L	1	3/29/2006
Toluene	< 1.0	1.0	µg/L	1	3/29/2006
trans-1,2-Dichloroethene	< 1.0	1.0	µg/L	1	3/29/2006
trans-1,3-Dichloropropene	< 1.0	1.0	µg/L	1	3/29/2006
trans-1,4-Dichloro-2-butene	< 1.0	1.0	µg/L	1	3/29/2006
Trichloroethene	< 1.0	1.0	µg/L	1	3/29/2006
Trichlorofluoromethane	< 5.0	5.0	µg/L	1	3/29/2006
Vinyl acetate	< 1.0	1.0	µg/L	1	3/29/2006
Vinyl chloride	< 1.0	1.0	µg/L	1	3/29/2006
m,p-Xylene	< 1.0	1.0	µg/L	1	3/29/2006
o-Xylene	< 1.0	1.0	µg/L	1	3/29/2006

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Base Report
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3260 Evergreen Drive, NE Grand Rapids, MI 49525 t. 616-364-7600 f. 616-364-4222 www.preinnewhof.com

Lab ID: 0603460-008

Collection Date: 3/27/2006

Client Sample ID: SB-3-GW

Received Date: 3/28/2006

Analyses	Result	PQL	Units	DF	Date Analyzed
VOLATILE ORGANIC COMPOUNDS, GCMS		SW8260B		Analyst: ATD	
1,1,1,2-Tetrachloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,1,1-Trichloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,1,2,2-Tetrachloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,1,2-Trichloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,1-Dichloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,1-Dichloroethene	< 1.0	1.0	µg/L	1	3/29/2006
1,2,3-Trichlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,2,3-Trichloropropane	< 1.0	1.0	µg/L	1	3/29/2006
1,2,4-Trichlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,2,4-Trimethylbenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,2-Dibromo-3-chloropropane	< 1.0	1.0	µg/L	1	3/29/2006
1,2-Dibromoethane	< 1.0	1.0	µg/L	1	3/29/2006
1,2-Dichlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,2-Dichloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,2-Dichloropropane	< 1.0	1.0	µg/L	1	3/29/2006
1,3,5-Trimethylbenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,3-Dichlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,4-Dichlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
2-Butanone	< 5.0	5.0	µg/L	1	3/29/2006
2-Hexanone	< 5.0	5.0	µg/L	1	3/29/2006
2-Methylnaphthalene	< 1.0	1.0	µg/L	1	3/29/2006
4-Methyl-2-pentanone	< 5.0	5.0	µg/L	1	3/29/2006
Acetone	< 20	20	µg/L	1	3/29/2006
Acrylonitrile	< 1.0	1.0	µg/L	1	3/29/2006
Benzene	< 1.0	1.0	µg/L	1	3/29/2006
Bromochloromethane	< 1.0	1.0	µg/L	1	3/29/2006
Bromodichloromethane	< 1.0	1.0	µg/L	1	3/29/2006
Bromoform	< 1.0	1.0	µg/L	1	3/29/2006
Bromomethane	< 5.0	5.0	µg/L	1	3/29/2006
Carbon disulfide	< 5.0	5.0	µg/L	1	3/29/2006
Carbon tetrachloride	< 1.0	1.0	µg/L	1	3/29/2006
Chlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
Chloroethane	< 5.0	5.0	µg/L	1	3/29/2006
Chloroform	< 1.0	1.0	µg/L	1	3/29/2006
Chloromethane	< 5.0	5.0	µg/L	1	3/29/2006
cis-1,2-Dichloroethene	< 1.0	1.0	µg/L	1	3/29/2006
cis-1,3-Dichloropropene	< 1.0	1.0	µg/L	1	3/29/2006
Dibromochloromethane	< 1.0	1.0	µg/L	1	3/29/2006
Dibromomethane	< 1.0	1.0	µg/L	1	3/29/2006
Dichlorodifluoromethane	< 5.0	5.0	µg/L	1	3/29/2006
Diethyl ether	< 5.0	5.0	µg/L	1	3/29/2006
Ethylbenzene	< 1.0	1.0	µg/L	1	3/29/2006
Hexachloroethane	< 1.0	1.0	µg/L	1	3/29/2006
Iodomethane	< 1.0	1.0	µg/L	1	3/29/2006
Isopropylbenzene	< 1.0	1.0	µg/L	1	3/29/2006

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Basic Report -
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VOLATILE ORGANIC COMPOUNDS, GCMS

SW8260B

Analyst: ATD

Methyl tert-butyl ether	< 5.0	5.0	µg/L	1	3/29/2006
Methylene chloride	< 5.0	5.0	µg/L	1	3/29/2006
Naphthalene	< 1.0	1.0	µg/L	1	3/29/2006
n-Propylbenzene	< 1.0	1.0	µg/L	1	3/29/2006
Styrene	< 1.0	1.0	µg/L	1	3/29/2006
Tetrachloroethene	< 1.0	1.0	µg/L	1	3/29/2006
Tetrahydrofuran	< 50	50	µg/L	1	3/29/2006
Toluene	< 1.0	1.0	µg/L	1	3/29/2006
trans-1,2-Dichloroethene	< 1.0	1.0	µg/L	1	3/29/2006
trans-1,3-Dichloropropene	< 1.0	1.0	µg/L	1	3/29/2006
trans-1,4-Dichloro-2-butene	< 1.0	1.0	µg/L	1	3/29/2006
Trichloroethene	< 1.0	1.0	µg/L	1	3/29/2006
Trichlorofluoromethane	< 5.0	5.0	µg/L	1	3/29/2006
Vinyl acetate	< 1.0	1.0	µg/L	1	3/29/2006
Vinyl chloride	< 1.0	1.0	µg/L	1	3/29/2006
m,p-Xylene	< 1.0	1.0	µg/L	1	3/29/2006
o-Xylene	< 1.0	1.0	µg/L	1	3/29/2006

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Base Report-
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3260 Evergreen Drive, NE Grand Rapids, MI 49525 T 616-364-7600 F 616-364-4222 www.preinnewhof.com

Lab ID: 0603460-009

Collection Date: 3/27/2006

Client Sample ID: SB-6-GW

Received Date: 3/28/2006

Analyses	Result	PQL	Units	DF	Date Analyzed
VOLATILE ORGANIC COMPOUNDS, GCMS		SW8260B			Analyst: ATD
1,1,1,2-Tetrachloroethane	< 1.0	1.0	µg/L	1	3/28/2006
1,1,1-Trichloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,1,2,2-Tetrachloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,1,2-Trichloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,1-Dichloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,1-Dichloroethene	< 1.0	1.0	µg/L	1	3/29/2006
1,2,3-Trichlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,2,3-Trichloropropane	< 1.0	1.0	µg/L	1	3/29/2006
1,2,4-Trichlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,2,4-Trimethylbenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,2-Dibromo-3-chloropropane	< 1.0	1.0	µg/L	1	3/29/2006
1,2-Dibromoethane	< 1.0	1.0	µg/L	1	3/29/2006
1,2-Dichlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,2-Dichloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,2-Dichloropropane	< 1.0	1.0	µg/L	1	3/29/2006
1,3,5-Trimethylbenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,3-Dichlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,4-Dichlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
2-Butanone	< 5.0	5.0	µg/L	1	3/29/2006
2-Hexanone	< 5.0	5.0	µg/L	1	3/29/2006
2-Methylnaphthalene	< 1.0	1.0	µg/L	1	3/29/2006
4-Methyl-2-pentanone	< 5.0	5.0	µg/L	1	3/29/2006
Acetone	< 20	20	µg/L	1	3/29/2006
Acrylonitrile	< 1.0	1.0	µg/L	1	3/29/2006
Benzene	< 1.0	1.0	µg/L	1	3/29/2006
Bromochloromethane	< 1.0	1.0	µg/L	1	3/29/2006
Bromodichloromethane	< 1.0	1.0	µg/L	1	3/29/2006
Bromoform	< 1.0	1.0	µg/L	1	3/29/2006
Bromomethane	< 5.0	5.0	µg/L	1	3/29/2006
Carbon disulfide	< 5.0	5.0	µg/L	1	3/29/2006
Carbon tetrachloride	< 1.0	1.0	µg/L	1	3/29/2006
Chlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
Chloroethane	< 5.0	5.0	µg/L	1	3/29/2006
Chloroform	< 1.0	1.0	µg/L	1	3/29/2006
Chloromethane	< 5.0	5.0	µg/L	1	3/29/2006
cis-1,2-Dichloroethene	< 1.0	1.0	µg/L	1	3/29/2006
cis-1,3-Dichloropropene	< 1.0	1.0	µg/L	1	3/29/2006
Dibromochloromethane	< 1.0	1.0	µg/L	1	3/29/2006
Dibromomethane	< 1.0	1.0	µg/L	1	3/29/2006
Dichlorodifluoromethane	< 5.0	5.0	µg/L	1	3/29/2006
Diethyl ether	< 5.0	5.0	µg/L	1	3/29/2006
Ethylbenzene	< 1.0	1.0	µg/L	1	3/29/2006
Hexachloroethane	< 1.0	1.0	µg/L	1	3/29/2006
Iodomethane	< 1.0	1.0	µg/L	1	3/29/2006
Isopropylbenzene	< 1.0	1.0	µg/L	1	3/29/2006

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VOLATILE ORGANIC COMPOUNDS, GCMS

SW8260B

Analyst: ATD

Methyl tert-butyl ether	< 5.0	5.0	µg/L	1	3/29/2006
Methylene chloride	< 5.0	5.0	µg/L	1	3/29/2006
Naphthalene	< 1.0	1.0	µg/L	1	3/29/2006
n-Propylbenzene	< 1.0	1.0	µg/L	1	3/29/2006
Styrene	< 1.0	1.0	µg/L	1	3/29/2006
Tetrachloroethene	< 1.0	1.0	µg/L	1	3/29/2006
Tetrahydrofuran	< 50	50	µg/L	1	3/29/2006
Toluene	< 1.0	1.0	µg/L	1	3/29/2006
trans-1,2-Dichloroethene	< 1.0	1.0	µg/L	1	3/29/2006
trans-1,3-Dichloropropene	< 1.0	1.0	µg/L	1	3/29/2006
trans-1,4-Dichloro-2-butene	< 1.0	1.0	µg/L	1	3/29/2006
Trichloroethene	< 1.0	1.0	µg/L	1	3/29/2006
Trichlorofluoromethane	< 5.0	5.0	µg/L	1	3/29/2006
Vinyl acetate	< 1.0	1.0	µg/L	1	3/29/2006
Vinyl chloride	< 1.0	1.0	µg/L	1	3/29/2006
m,p-Xylene	< 1.0	1.0	µg/L	1	3/29/2006
o-Xylene	< 1.0	1.0	µg/L	1	3/29/2006

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BaseReport-
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3260 Evergreen Drive, NE Grand Rapids, MI 49525 t 616-364-7600 f 616-364-4222 www.preinnewhof.com

Lab ID: 0603460-010
Client Sample ID: SB-7-GW

Collection Date: 3/27/2006
Received Date: 3/28/2006

Analyses	Result	PQL	Units	DF	Date Analyzed
METALS, DISSOLVED		SM3113B			Analyst: SB
Arsenic	< 1.00	1.00	µg/L	1	4/3/2006
METALS, DISSOLVED		SM3113B			Analyst: SB
Cadmium	< 0.200	0.200	µg/L	1	3/30/2006
METALS, DISSOLVED		SM3113B			Analyst: SB
Chromium	< 1.00	1.00	µg/L	1	3/30/2006
MERCURY, DISSOLVED		EPA 245.2			Analyst: SB
Mercury	< 0.0002	0.0002	mg/L	1	3/30/2006
METALS, DISSOLVED		EPA 6010B			Analyst: SB
Barium 0.0052	5.2	2.0	µg/L	1	3/30/2006
Copper 0.0046	4.6	4.0	µg/L	1	3/30/2006
Zinc 0.023	23	2.0	µg/L	1	3/30/2006
METALS, DISSOLVED		SM3113B			Analyst: SB
Lead	< 1.00	1.00	µg/L	1	3/29/2006
METALS, DISSOLVED		SM3113B			Analyst: SB
Selenium 0.0048	1.48	1.00	µg/L	1	3/29/2006
METALS, DISSOLVED		SM3113B			Analyst: SB
Silver	< 0.2	0.2	µg/L	1	3/29/2006
VOLATILE ORGANIC COMPOUNDS, GCMS		SW6260B			Analyst: ATD
1,1,1,2-Tetrachloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,1,1-Trichloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,1,2,2-Tetrachloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,1,2-Trichloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,1-Dichloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,1-Dichloroethene	< 1.0	1.0	µg/L	1	3/29/2006
1,2,3-Trichlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,2,3-Trichloropropane	< 1.0	1.0	µg/L	1	3/29/2006
1,2,4-Trichlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,2,4-Trimethylbenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,2-Dibromo-3-chloropropane	< 1.0	1.0	µg/L	1	3/29/2006
1,2-Dibromoethane	< 1.0	1.0	µg/L	1	3/29/2006
1,2-Dichlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,2-Dichloroethane	< 1.0	1.0	µg/L	1	3/29/2006
1,2-Dichloropropane	< 1.0	1.0	µg/L	1	3/29/2006
1,3,5-Trimethylbenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,3-Dichlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
1,4-Dichlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
2-Butanone	< 5.0	5.0	µg/L	1	3/29/2006
2-Hexanone	< 5.0	5.0	µg/L	1	3/29/2006
2-Methylnaphthalene	< 1.0	1.0	µg/L	1	3/29/2006
4-Methyl-2-pentanone	< 5.0	5.0	µg/L	1	3/29/2006
Acetone	< 20	20	µg/L	1	3/29/2006

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Base Report-
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VOLATILE ORGANIC COMPOUNDS, GCMS

SW8260B

Analyst: ATD

Acrylonitrile	< 1.0	1.0	µg/L	1	3/29/2006
Benzene	< 1.0	1.0	µg/L	1	3/29/2006
Bromochloromethane	< 1.0	1.0	µg/L	1	3/29/2006
Bromodichloromethane	< 1.0	1.0	µg/L	1	3/29/2006
Bromoform	< 1.0	1.0	µg/L	1	3/29/2006
Bromomethane	< 5.0	5.0	µg/L	1	3/29/2006
Carbon disulfide	< 5.0	5.0	µg/L	1	3/29/2006
Carbon tetrachloride	< 1.0	1.0	µg/L	1	3/29/2006
Chlorobenzene	< 1.0	1.0	µg/L	1	3/29/2006
Chloroethane	< 5.0	5.0	µg/L	1	3/29/2006
Chloroform	< 1.0	1.0	µg/L	1	3/29/2006
Chloromethane	< 5.0	5.0	µg/L	1	3/29/2006
cis-1,2-Dichloroethene	< 1.0	1.0	µg/L	1	3/29/2006
cis-1,3-Dichloropropene	< 1.0	1.0	µg/L	1	3/29/2006
Dibromochloromethane	< 1.0	1.0	µg/L	1	3/29/2006
Dibromomethane	< 1.0	1.0	µg/L	1	3/29/2006
Dichlorodifluoromethane	< 5.0	5.0	µg/L	1	3/29/2006
Diethyl ether	< 5.0	5.0	µg/L	1	3/29/2006
Ethylbenzene	< 1.0	1.0	µg/L	1	3/29/2006
Hexachloromethane	< 1.0	1.0	µg/L	1	3/29/2006
Iodomethane	< 1.0	1.0	µg/L	1	3/29/2006
Isopropylbenzene	< 1.0	1.0	µg/L	1	3/29/2006
Methyl tert-butyl ether	< 5.0	5.0	µg/L	1	3/29/2006
Methylene chloride	< 5.0	5.0	µg/L	1	3/29/2006
Naphthalene	< 1.0	1.0	µg/L	1	3/29/2006
n-Propylbenzene	< 1.0	1.0	µg/L	1	3/29/2006
Styrene	< 1.0	1.0	µg/L	1	3/29/2006
Tetrachloroethene	< 1.0	1.0	µg/L	1	3/29/2006
Tetrahydrofuran	< 5.0	5.0	µg/L	1	3/29/2006
Toluene	< 1.0	1.0	µg/L	1	3/29/2006
trans-1,2-Dichloroethene	< 1.0	1.0	µg/L	1	3/29/2006
trans-1,3-Dichloropropene	< 1.0	1.0	µg/L	1	3/29/2006
trans-1,4-Dichloro-2-butene	< 1.0	1.0	µg/L	1	3/29/2006
Trichloroethene	< 1.0	1.0	µg/L	1	3/29/2006
Trichlorofluoromethane	< 5.0	5.0	µg/L	1	3/29/2006
Vinyl acetate	< 1.0	1.0	µg/L	1	3/29/2006
Vinyl chloride	< 1.0	1.0	µg/L	1	3/29/2006
m,p-Xylene	< 1.0	1.0	µg/L	1	3/29/2006
o-Xylene	< 1.0	1.0	µg/L	1	3/29/2006

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Base Report-
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Southshore Companies
3515 Lakeshore Drive
St. Joseph, MI 49085
2150 & 2200 W. Lusher Ave.
Project #060025

SOIL BORING LOG SB-1

(Page 1 of 1)

Date Started : 3-27-06
Date Completed : 3-27-06
Hole Diameter : 1 3/4"
Drilling Method : Geoprobe
Sampling Method : low-flow

Company Rep. : Philip Maki
Northing Coord. : see map
Easting Coord. : see map
Survey By : N/A
Logged By : Alex Wallace

Depth in Feet	Surf. Elev.	GRAPHIC	DESCRIPTION
0			Topsoil
			Light brown medium sand
5			Light brown medium sand with a trace of gravel
			Wet light brown medium sand
10			Wet brownish red (iron) medium sand
			Light brown medium sand with gravel
			End of Boring
15			

NOTES:
Screen set at 10'-14'.



Southshore Companies
3515 Lakeshore Drive
St. Joseph, MI 49085

2150 & 2200 W. Lusher Ave.

Project #060025

SOIL BORING LOG SB-2

(Page 1 of 1)

Date Started : 3-27-06
Date Completed : 3-27-06
Hole Diameter : 1 3/4"
Drilling Method : Geoprobe
Sampling Method : low-flow

Company Rep. : Philip Maki
Northing Coord. : see map
Easting Coord. : see map
Survey By : N/A
Logged By : Alex Wallace

Depth in Feet	Surf. Elev.	GRAPHIC	DESCRIPTION
0			Slag
			Topsoil
			Light brown medium sand with gravel
5			
			Wet light brown medium gravel with sand
			End of Boring
10			

NOTES:
Screen set at 8-12'.



Southshore Companies
3515 Lakeshore Drive
St. Joseph, MI 49085

2150 & 2200 W. Lusher Ave.

Project #060025

SOIL BORING LOG SB-3

(Page 1 of 1)

Date Started : 3-27-06
Date Completed : 3-27-06
Hole Diameter : 1 3/4"
Drilling Method : Geoprobe
Sampling Method : low-flow

Company Rep. : Philip Maki
Northing Coord. : see map
Easting Coord. : see map
Survey By : N/A
Logged By : Alex Wallace

Depth in Feet

Surf.
Elev.

GRAPHIC

DESCRIPTION

0

Slag

topsoil

Black medium gravel with sand

5

Light brown medium-fine sand

Wet brown medium-coarse gravel

10

Wet light brown medium-fine sand

End of Boring

15

NOTES:

Screen set at 10'-14'.



Southshore Companies
3515 Lakeshore Drive
St. Joseph, MI 49085

2150 & 2200 W. Lusher Ave.

Project #060025

SOIL BORING LOG SB-4

(Page 1 of 1)

Date Started : 3-27-06
Date Completed : 3-27-06
Hole Diameter : 1 3/4"
Drilling Method : Geoprobe
Sampling Method : low-flow

Company Rep. : Philip Maki
Northing Coord. : see map
Easting Coord. : see map
Survey By : N/A
Logged By : Alex Wallace

Depth in Feet	Surf. Elev.	GRAPHIC	DESCRIPTION
0			Slag
			Topsoil with traces of brick
			Light brown medium gravel with sand
			Light brown medium sand
5			
			Light brown loose gravel with sand
			Light brown medium sand with gravel
10			
			End of Boring
15			

NOTES:
Screen set at 10'-14'.



Southshore Companies
3515 Lakeshore Drive
St. Joseph, MI 49085

2150 & 2200 W. Lusher Ave.

Project #060025

SOIL BORING LOG SB-5

(Page 1 of 1)

Date Started : 3-27-06
Date Completed : 3-27-06
Hole Diameter : 1 3/4"
Drilling Method : Geoprobe
Sampling Method : low-flow

Company Rep. : Philip Maki
Northing Coord. : see map
Easting Coord. : see map
Survey By : N/A
Logged By : Alex Wallace

Depth in Feet	Surf. Elev.	GRAPHIC	DESCRIPTION
0			Topsoil
			Black medium gravel with alternating layers of brick
5			Brown medium sand with gravel
			Black medium sand with gravel
			Light brown medium sand with gravel
10			Wet medium gravel with sand
15			Wet medium gravel with sand

NOTES:
Screen set at 12'-16".



Southshore Companies
3515 Lakeshore Drive
St. Joseph, MI 49085

2150 & 2200 W. Lusher Ave.

Project #060025

SOIL BORING LOG SB-7

(Page 1 of 1)

Date Started : 3-27-06
Date Completed : 3-27-06
Hole Diameter : 1 3/4"
Drilling Method : Geoprobe
Sampling Method : low-flow

Company Rep. : Philip Maki
Northing Coord. : see map
Easting Coord. : see map
Survey By : N/A
Logged By : Alex Wallace

Depth In Feet	Surf. Elev.	GRAPHIC	DESCRIPTION
0			Topsoil
			Brown medium sand
5			Brown medium sand
10			Light brown medium-fine sand
			Light brown medium-fine sand
15			Wet medium gravel with sand

NOTES:

Screen set at 12'-16".



Southshore Companies
3515 Lakeshore Drive
St. Joseph, MI 49085

2150 & 2200 W. Lusher Ave.

Project #060025

SOIL BORING LOG SB-6

(Page 1 of 1)

Date Started : 3-27-06
Date Completed : 3-27-06
Hole Diameter : 1 3/4"
Drilling Method : Geoprobe
Sampling Method : low-flow

Company Rep. : Philip Maki
Northing Coord. : see map
Easting Coord. : see map
Survey By : N/A
Logged By : Alex Wallace

Depth in Feet

Surf.
Elev.

GRAPHIC

DESCRIPTION

0



Topsoil

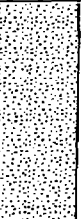
Brown medium sand

5



Brown medium sand with trace of clay

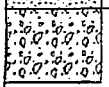
10



Light brown medium-fine sand

Moist light brown medium-fine sand

15



Wet medium gravel with sand

NOTES:

Screen set at 12'-16'.



Southshore Companies
3515 Lakeshore Drive
St. Joseph, MI 49085

2150 & 2200 W. Lusher Ave.

Project #060025

SOIL BORING LOG SB-8

(Page 1 of 1)

Date Started : 3-27-06
Date Completed : 3-27-06
Hole Diameter : 1 3/4"
Drilling Method : Geoprobe
Sampling Method : low-flow

Company Rep. : Philip Maki
Northing Coord. : see map
Easting Coord. : see map
Survey By : N/A
Logged By : Alex Wallace

Depth in Feet

Surf.
Elev.

GRAPHIC

DESCRIPTION

0



Topsoil

5



Moist light brown medium sand

10

End of Boring

NOTES:

Hand augered boring in center of borrow pit area.

ENVIRONMENTAL AND TESTING SERVICES
4050 KING DRIVE
P.O. BOX 95
SODUS, MICHIGAN 49126-0095

January 2, 2013

Southshore Properties Indiana, LLC.
3515 Lakeshore Drive
St. Joseph, MI 49085

Question 7 - Attachment 2

Attention: Mr. Philip Maki

**RE: PHASE II ENVIRONMENTAL SITE ASSESSMENT FOR THE
PROPERTIES LOCATED AT 2150 & 2200 LUSHER AVENUE IN
ELKHART, INDIANA.**

Dear Mr. Maki:

Pursuant to a Phase I Environmental Site Assessment (ESA) conducted for the referenced property on November 12, 2012, the following recognized environmental conditions (RECs) were identified at the subject property:

1. The subject property was formerly occupied by the New York Central Railroad which utilized the site as a borrow pit. The New York Central Railroad (now known as the Norfolk Southern Elkhart Yard) is contained on the NPL (Superfund) list and adjoins the subject property to the north and west.
2. A Phase II ESA conducted at the site in April, 2006 shows elevated levels of arsenic and lead in a soil sample which exceeds current Indiana Department of Environmental Management (IDEM) default cleanup levels.

To address the RECs identified at the site Wightman Environmental, Inc. (WEI) performed a limited Phase II ESA at the site on December 4, 2012. Following is a brief summary of the work completed, the findings of the investigation and our comments regarding the project.

WORK PERFORMED

A series of five (5) hand-augured soil borings were installed near the location of the soil boring

(SB-3) installed in March of 2006 which contained elevated concentrations of lead and arsenic. The soil borings were installed to a depth of approximately 8-feet below ground surface (bgs). A single soil sample was collected from each soil boring at varying elevations. A series of three (3) surficial soil samples were also collected from the northern portion of the property to help determine if a direct contact hazard is present at the site.

All boring equipment was washed with a soap and water solution followed by a distilled water rinse between each boring to limit cross-contamination between boring installations. Soil samples were collected in laboratory-supplied containers with nitrile gloves and immediately placed in a chilled cooler for transportation to an independent analytical laboratory.

Five soil samples (SB-1 through SB-5) were analyzed for total arsenic and total lead. The three surficial soil samples collected from the site were analyzed for the Resource Conservation and Recovery Act (RCRA) 8 Metals which include arsenic, barium, cadmium, chromium, lead, mercury, selenium and silver.

A construction crew was working in the area of the soil borings at the time of the Phase II ESA. Construction machinery was located near the soil boring locations. The construction was occurring inside the structure at 2150 West Lusher Avenue.

A soil boring location map is attached to this report as Figure 1. Figure 2 shows the soil boring locations from the March, 2006 Phase II ESA. Tables 1 & 2 attached to this Phase II ESA compares analytical soil sample results to Indiana Department of Environmental Management (IDEM) Screening and Closure Levels. The complete laboratory report has also been attached to this Phase II ESA.

FINDINGS

Soils encountered in the borings consisted of fill containing glass, brick, coal, and rocks to a depth of approximately 4-feet bgs. Light brown medium sand was observed from approximately

4-foot bgs to 8-foot bgs. Groundwater was not encountered in any of the soil borings installed.

Analysis of the soil samples show arsenic concentrations exceeding IDEM Residential and Commercial/Industrial Direct Contact Criteria in soil samples SB-1-5', SB-2-3', SB-3-5', SB-4-2', SB-5-2' and surficial soil samples SS-2 and SS-3. Arsenic concentrations exceed IDEM Residential Direct Contact Criteria in surficial soil sample SS-1 but not Commercial/Industrial Direct Contact Criteria.

Lead concentrations exceed IDEM Residential Direct Contact Criteria in soil samples SB-1-5' and SB-5-2' but do not exceed IDEM Commercial/Industrial Direct Contact Criteria.

Chromium concentrations exceed IDEM Residential Direct Contact Criteria in surficial soil samples SS-1, SS-2 and SS-3 but do not exceed IDEM Commercial/Industrial Direct Contact Criteria.

COMMENTS

The properties located at 2150 and 2200 West Lusher Avenue in Elkhart, Indiana are commercial/industrial properties; therefore, soil sample results should be compared to IDEM Commercial/Industrial Direct Contact Criteria. Arsenic concentrations were found to exceed IDEM Commercial/Industrial Direct Contact Criteria in soil samples SB-1-5', SB-2-3', SB-3-5', SB-5-2', SS-2 and SS-3. There were no other exceedances of IDEM Commercial/Industrial Direct Contact Criteria in the soil samples collected from the site.

Property transactions can take place with IDEM exceedances but the site should continue to operate as commercial/industrial and precautions should be taken to avoid contact with soils where arsenic was shown to exceed IDEM Criteria.

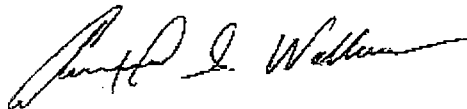
The extent of the impacted surficial soil needs to be defined to address the direct contact concerns. Generally, on-site personnel are not going to come into contact with the subsurface

soils; therefore, it is the opinion of WEI that a direct contact hazard pathway is only relevant to surficial soils. However, any subsurface workers at the site such as utility or construction workers should be notified of the impacted soils and take the proper precautions from coming into contact with the subsurface soils. WEI recommends installing approximately eight (8) surficial soil borings where a single soil sample shall be collected from each boring for laboratory analysis of total arsenic. After the impacted soil area has been defined WEI recommends applying a layer of clean fill across impacted soil area to alleviate the arsenic direct contact hazard identified at the site.

We hope this report meets with your current needs. If you have any questions about this project please contact our offices at 269-934-7707.

Sincerely,

Wightman Environmental, Inc.

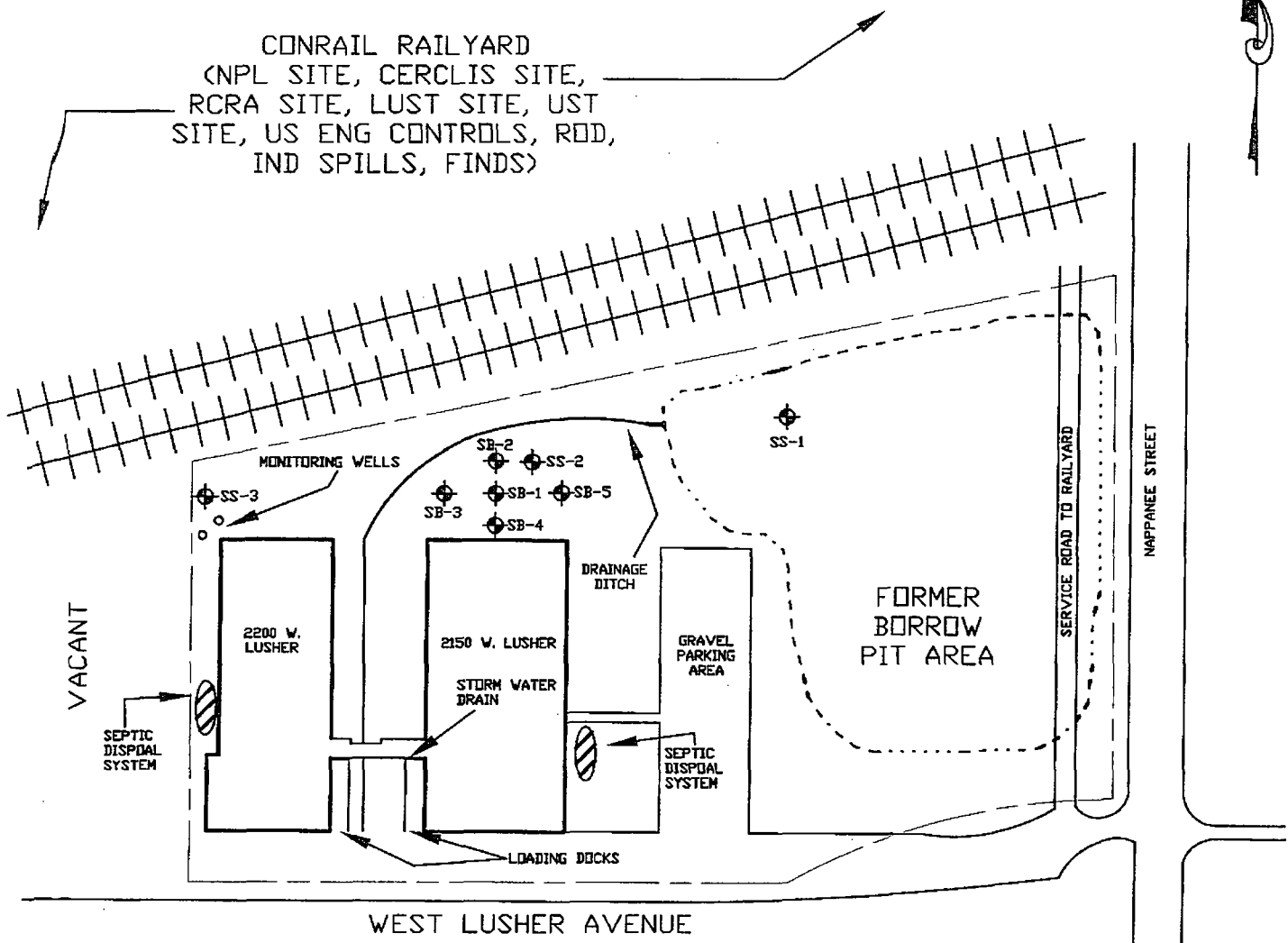
A handwritten signature in black ink, appearing to read "Alexander S. Wallace", written in a cursive style.

Alexander S. Wallace

FIGURE 1
SOIL BORING LOCATION MAP
2150 & 2200 W. LUSHER AVE.
ELKHART, INDIANA



CONRAIL RAILYARD
(NPL SITE, CERCLIS SITE,
RCRA SITE, LUST SITE, UST
SITE, US ENG CONTROLS, ROD,
IND SPILLS, FINDS)



RESIDENTIAL

LEGEND

SEPTIC DISPOSAL SYSTEM

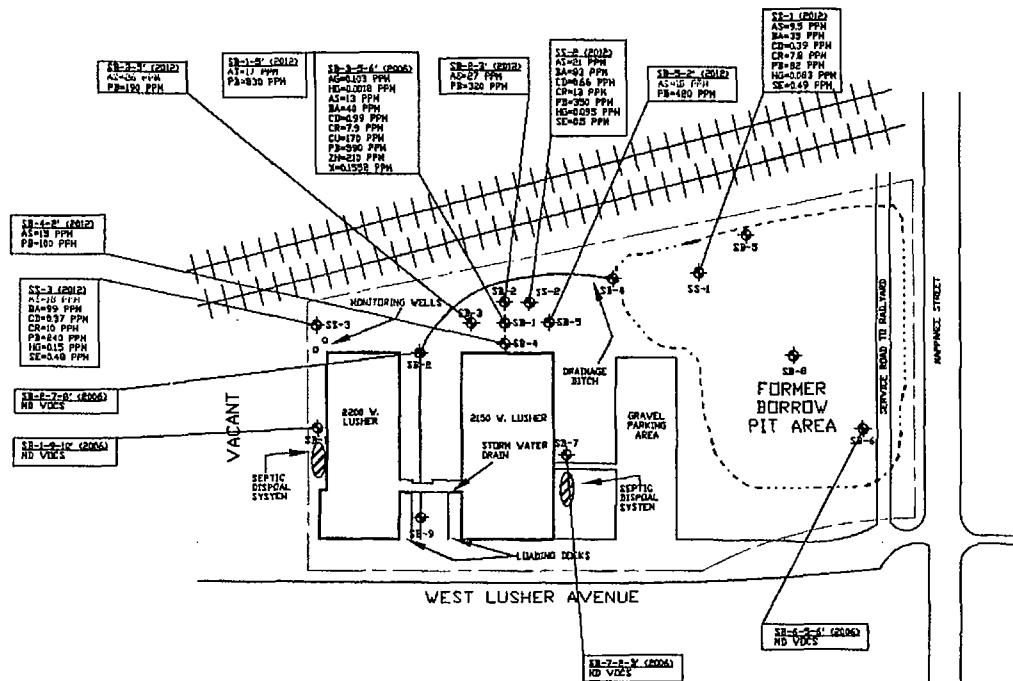
PROPERTY BOUNDARY

FORMER BORROW PIT

RAILROAD TRACKS

FOR: SOUTHSHORE COMPANIES	<p>WIGHTMAN ENVIRONMENTAL, INC. 4050 King Drive, P.O. Box 95 Sodus, MI 49126 Phone: (269) 934-7707 Fax: (269) 934-7414 www.wightman-env.com</p>	SCALE: NOT TO SCALE
JOB NUMBER: 120145		DRAWN BY: ASW
DATE: DECEMBER, 2012		

FIGURE 2
SOIL BORING LOCATION MAP
2150 & 2200 WEST LUSHER AVENUE
ELKHART, INDIANA



FOR: SOUTHSIDE COMPANIES
JOB NUMBER: 120145
DATE: DECEMBER, 2012



WICHITAN ENVIRONMENTAL, INC.
4000 Klap Drive, P.O. Box 93
Sudley, MD 21156
Phone: (202) 921-1777 Fax: (202) 924-7414
www.wichitan.com

SCALE: NOT TO SCALE
DRAWN BY: ASW

Table 1
2150 and 2200 West Lusher Avenue
Elkhart, IN
Results of a Subsurface Soil Sampling Event

SAMPLE ID:	SB-1-5'		SB-2-3'		SB-3-5'		SB-4-2'		SB-5-2'		IDEM RISC Residential Soil Exposure Direct Contact	IDEM RISC Commercial/Industrial Soil Exposure Direct Contact	IDEM RISC Excavation Soil Exposure Direct Contact
SAMPLE DATE:	12/4/2012		12/4/2012		12/4/2012		12/4/2012		12/4/2012				
DATE ANALYZED:	12/12/2012		12/12/2012		12/12/2012		12/12/2012		12/12/2012				
SAMPLE TYPE:	Soil		Soil		Soil		Soil		Soil				
	Conc.	MDL	Conc.	MDL	Conc.	MDL	Conc.	MDL	Conc.	MDL			
Arsenic	17	0.5	27	0.5	26	0.5	15	0.5	18	0.5	5.5 [C]	16 [C]	430 [N]
Lead	830	1	320	1	190	1	100	1	420	1	400 [N]	1300 [N]	870 [N]
Footnotes:													
All parts are shown in parts per million (mg/kg)													
Bolded cells indicate exceedance of Residential Soil Direct Contact Criteria													
Bolded and shaded cells indicate exceedance of Commercial/Industrial Soil Direct Contact Criteria													
[C]= Carcinogenic endpoint													
[N]= Noncarcinogenic endpoint													

Table 2
2150 and 2200 West Lusher Avenue
Elkhart, IN
Results of a Surface Soil Sampling Event

SAMPLE ID:	SS-1		SS-2		SS-3		IDEM RISC Residential Soil Exposure Direct Contact	IDEM RISC Commercial/Industrial Soil Exposure Direct Contact	IDEM RISC Excavation Soil Exposure Direct Contact
SAMPLE DATE:	12/4/2012		12/4/2012		12/4/2012				
DATE ANALYZED:	12/12/2012		12/12/2012		12/12/2012				
SAMPLE TYPE:	Soil		Soil		Soil				
	Conc.	MDL	Conc.	MDL	Conc.	MDL			
Arsenic	9.5	1	21	1	18	1	5.5 [C]	16 [C]	430 [N]
Barium	35	0.5	83	0.5	99	0.5	21,000 [N]	100,000 [L]	100,000 [L]
Cadmium	0.39	0.2	0.66	0.2	0.37	0.2	98 [N]	800 [N]	1,300 [N]
Chromium	7.8	0.5	13	0.5	10	0.5	4.1 [C]	56 [C]	2,400 [C]
Lead	82	1	350	1	240	1	400 [N]	1300 [N]	970 [N]
Mercury	0.083	0.05	0.095	0.05	0.15	0.05	3.1 [S]	3.1 [S]	3.1 [S]
Selenium	0.49	0.2	0.5	0.2	0.48	0.2	550 [N]	5,100 [N]	8,600 [N]
Silver	<0.1	0.1	<0.1	0.1	<0.1	0.1	550 [N]	5,100 [N]	8,600 [N]

Footnotes:

All parts are shown in parts per million (mg/kg)

Bolded cells indicate exceedance of Residential Soil Direct Contact Criteria

Bolded and shaded cells indicate exceedance of Commercial/Industrial Soil Direct Contact Criteria

[C]= Carcinogenic endpoint

[L]= Capped at 100,000 mg/kg (soil direct contact only)

[N]= Noncarcinogenic endpoint

[S]= Capped at soil saturation limit





1049 - 28th Street SE
Grand Rapids, MI 49508
Ph: 616/248-4900
Toll Free: 800/362-LABS
Fax: 616/248-4904

Alex Wallace
Wightman Environmental
4050 King Dr.
PO Box 95
Sodus, MI 49126

TEL: (269) 470-0466

FAX (269) 934-7414

RE: Southshore

Dear Alex Wallace:

Order No.: 1212018

BIO-CHEM Laboratories, Inc. received 8 samples on 12/5/2012 for the analyses presented in the following report.

There were no problems with the analyses and all data for associated QC met EPA or laboratory specifications except where noted in the Case Narrative.

If you have any questions regarding these tests results, please feel free to call.

Please note that unless otherwise instructed, residual samples will be held for sixty (60) days from the original report date. At that time, all non-hazardous samples will be disposed of in accordance with federal, state and local regulations and ordinances, and hazardous samples shall be returned to you. Please contact the laboratory within thirty (30) days if other arrangements for sample retention need to be made.

Sincerely,

A handwritten signature in cursive script that reads "Cindy Euwema".

Cindy Euwema
Office Manager



Chain of Custody

1049 28th Street SE • Grand Rapids, MI 49508
 Ph: (616) 248-4900 • Toll Free: 800-362-LABS
 Fax: (616) 248-4904

12/20/18

Firm Name WEI				Turn around time Normal				Project Number 120/45			
Firm Address 4050 King Dr.				Project Name Southshore				Date 12/4/12			
City, State, Zip Sodus, MI 49126				State Samples Taken From IN				Date Due			
Phone 269-934-7707		Fax 269-934-7414		Contact Person Alex Wallace				Analysis Desired (One per line) Total Lead Total Arsenic PCRA 8 Metals			
Lab I.D.		Client Sample Number		Date Taken		Time Taken					
Item No	Lab I.D.	Client Sample Number	Date Taken	Time Taken	Sample Description	Number of Containers	Remarks				
1	01	SB-1-5'	12/4/12	10:30a	SOIL	1	X	X			
2	02	SB-2-3'		11:00		1	X	X			
3	03	SB-3-5'		11:30		1	X	X			
4	04	SB-4-2'		12:00p		1	X	X			
5	05	SB-5-2'		12:15p		1	X	X			
6	06	SS-1		12:30		1			X		
7	07	SS-2		12:45		1			X		
8	08	SS-3		1:00		1			X		
9											
10											

Released by [Signature] VPS		Received by Kathryn Dewitt		Date 12/4/12	Time 5:00pm	Laboratory use only <input type="checkbox"/> Blue Ice ____° <input checked="" type="checkbox"/> Regular Ice <input type="checkbox"/> No Coolant VPS
				12/5/12	12:30	

CLIENT: Wightman Environmental
Project: Southshore
Lab Order: 1212018

Work Order Sample Summary

Lab Sample ID	Client Sample ID	Matrix	Collection Date	Date Received
1212018-01A	SB-1 (5')	Soil	12/4/2012	12/5/2012
1212018-02A	SB-2 (3')	Soil	12/4/2012	12/5/2012
1212018-03A	SB-3 (5')	Soil	12/4/2012	12/5/2012
1212018-04A	SB-4 (2')	Soil	12/4/2012	12/5/2012
1212018-05A	SB-5 (2')	Soil	12/4/2012	12/5/2012
1212018-06A	SS-1	Soil	12/4/2012	12/5/2012
1212018-07A	SS-2	Soil	12/4/2012	12/5/2012
1212018-08A	SS-3	Soil	12/4/2012	12/5/2012

CLIENT: Wightman Environmental
Project: Southshore
Lab Order: 1212018

CASE NARRATIVE

Samples are routinely analyzed using methods outlined in the following references:

- (SW) Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, SW846, 3rd Ed.
- (E) Methods for Chemical Analysis of Water and Wastes, EPA-600/4-79-020.
- (A) Standard Methods for the Examination of Water and Wastewater, APHA, 18th Ed.
- (D) Annual Book of ASTM Standards.

Specific methods utilized for this project are provided in the analytical report and are identified by the reference document abbreviation () followed by the method number.

All QA/QC and sample analyses met method, laboratory and/or regulatory data quality objectives unless otherwise specified below.

No data qualifications required.

CLIENT: Wightman Environmental
Lab Order: 1212018
Project: Southshore
Lab Sample ID: 1212018-01A

Project Number: 120145
Client Sample ID: SB-1 (5')
Collection Date: 12/4/2012
Matrix: SOIL

Analyses	Method Ref.	Result	Q	PQL	Units	DF	Analyst	Date
Total Metal(s) by ICP								
1. Arsenic	SW6010B	17,000		500	µg/Kg-dry	1	RHS	12/12/2012
2. Lead	SW6010B	830,000		1,000	µg/Kg-dry	1	RHS	12/12/2012

Definitions: PQL - Practical Quantitation Limit
DF - Dilution Factor

Qualifiers (Q): J - Detected below PQL but above MDL: Estimated
S - Spike Recovery Outside Acceptance Limits
B - Analyte detected in associated Method Blank
N - See case narrative for explanation

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1 of 8

Note: The sample results reported are based on the sample aliquot(s) tested.

CLIENT: Wightman Environmental
Lab Order: 1212018
Project: Southshore
Lab Sample ID: 1212018-02A

Project Number: 120145
Client Sample ID: SB-2 (3')
Collection Date: 12/4/2012
Matrix: SOIL

Analyses	Method Ref.	Result	Q	PQL	Units	DF	Analyst	Date
Total Metal(s) by ICP								
1. Arsenic	SW6010B	27,000		500	µg/Kg-dry	1	RHS	12/12/2012
2. Lead	SW6010B	320,000		1,000	µg/Kg-dry	1	RHS	12/12/2012

Definitions: PQL - Practical Quantitation Limit
 DF - Dilution Factor

Qualifiers (Q): J - Detected below PQL but above MDL: Estimated
 S - Spike Recovery Outside Acceptance Limits
 B - Analyte detected in associated Method Blank
 N - See case narrative for explanation

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2 of 8

Note: The sample results reported are based on the sample aliquot(s) tested.

CLIENT: Wightman Environmental
Lab Order: 1212018
Project: Southshore
Lab Sample ID: 1212018-03A

Project Number: 120145
Client Sample ID: SB-3 (5')
Collection Date: 12/4/2012
Matrix: SOIL

Analyses	Method Ref.	Result	Q	PQL	Units	DF	Analyst	Date
Total Metal(s) by ICP								
1. Arsenic	SW6010B	26,000		500	µg/Kg-dry	1	RHS	12/12/2012
2. Lead	SW6010B	190,000		1,000	µg/Kg-dry	1	RHS	12/12/2012

Definitions: PQL - Practical Quantitation Limit
DF - Dilution Factor

Qualifiers (Q): J - Detected below PQL but above MDL: Estimated
S - Spike Recovery Outside Acceptance Limits
B - Analyte detected in associated Method Blank
N - See case narrative for explanation

CLIENT: Wightman Environmental
Lab Order: 1212018
Project: Southshore
Lab Sample ID: 1212018-04A

Project Number: 120145
Client Sample ID: SB-4 (2")
Collection Date: 12/4/2012
Matrix: SOIL

Analyses	Method Ref.	Result	Q	PQL	Units	DF	Analyst	Date
Total Metal(s) by ICP								
1. Arsenic	SW6010B	15,000		500	µg/Kg-dry	1	RHS	12/12/2012
2. Lead	SW6010B	100,000		1,000	µg/Kg-dry	1	RHS	12/12/2012

Definitions: PQL - Practical Quantitation Limit
 DF - Dilution Factor

Qualifiers (Q): J - Detected below PQL but above MDL: Estimated
 S - Spike Recovery Outside Acceptance Limits
 B - Analyte detected in associated Method Blank
 N - See case narrative for explanation

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Note: The sample results reported are based on the sample aliquot(s) tested.

CLIENT: Wightman Environmental
Lab Order: 1212018
Project: Southshore
Lab Sample ID: 1212018-05A

Project Number: 120145
Client Sample ID: SB-5 (2')
Collection Date: 12/4/2012
Matrix: SOIL

Analyses	Method Ref.	Result	Q	PQL	Units	DF	Analyst	Date
Total Metal(s) by ICP								
1. Arsenic	SW6010B	18,000		500	µg/Kg-dry	1	RHS	12/12/2012
2. Lead	SW6010B	420,000		1,000	µg/Kg-dry	1	RHS	12/12/2012

Definitions: PQL - Practical Quantitation Limit
DF - Dilution Factor

Qualifiers (Q): J - Detected below PQL but above MDL: Estimated
S - Spike Recovery Outside Acceptance Limits
B - Analyte detected in associated Method Blank
N - See case narrative for explanation

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5 of 8

Note: The sample results reported are based on the sample aliquot(s) tested.

CLIENT: Wightman Environmental
Lab Order: 1212018
Project: Southshore
Lab Sample ID: 1212018-06A

Project Number: 120145
Client Sample ID: SS-1
Collection Date: 12/4/2012
Matrix: SOIL

Analyses	Method Ref.	Result	Q	PQL	Units	DF	Analyst	Date
Total Mercury by CVAA								
1. Mercury	SW7471A	83		50	µg/Kg-dry	1	RHS	12/10/2012
Total Metal(s) by ICP								
1. Arsenic	SW6010B	9,500		1,000	µg/Kg-dry	1	RHS	12/12/2012
2. Barium	SW6010B	35,000		500	µg/Kg-dry	1	RHS	12/12/2012
3. Cadmium	SW6010B	390		200	µg/Kg-dry	1	RHS	12/12/2012
4. Chromium	SW6010B	7,800		500	µg/Kg-dry	1	RHS	12/12/2012
5. Lead	SW6010B	82,000		1,000	µg/Kg-dry	1	RHS	12/12/2012
6. Silver	SW6010B	< 100		100	µg/Kg-dry	1	RHS	12/12/2012
Total Selenium by NaBHR								
1. Selenium	SW7742	490		200	µg/Kg-dry	1	RHS	12/11/2012

Definitions: PQL - Practical Quantitation Limit
 DF - Dilution Factor

Qualifiers (Q): J - Detected below PQL but above MDL: Estimated
 S - Spike Recovery Outside Acceptance Limits
 B - Analyte detected in associated Method Blank
 N - See case narrative for explanation

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6 of 8

Note: The sample results reported are based on the sample aliquot(s) tested.

CLIENT: Wightman Environmental
Lab Order: 1212018
Project: Southshore
Lab Sample ID: 1212018-07A

Project Number: 120145
Client Sample ID: SS-2
Collection Date: 12/4/2012
Matrix: SOIL

Analyses	Method Ref.	Result	Q	PQL	Units	DF	Analyst	Date
Total Mercury by CVAA								
1. Mercury	SW7471A	95		50	µg/Kg-dry	1	RHS	12/10/2012
Total Metal(s) by ICP								
1. Arsenic	SW6010B	21,000		1,000	µg/Kg-dry	1	RHS	12/12/2012
2. Barium	SW6010B	83,000		500	µg/Kg-dry	1	RHS	12/12/2012
3. Cadmium	SW6010B	660		200	µg/Kg-dry	1	RHS	12/12/2012
4. Chromium	SW6010B	13,000		500	µg/Kg-dry	1	RHS	12/12/2012
5. Lead	SW6010B	350,000		1,000	µg/Kg-dry	1	RHS	12/12/2012
6. Silver	SW6010B	< 100		100	µg/Kg-dry	1	RHS	12/12/2012
Total Selenium by NaBHR								
1. Selenium	SW7742	500		200	µg/Kg-dry	1	RHS	12/11/2012

Definitions: PQL - Practical Quantitation Limit
 DF - Dilution Factor

Qualifiers (Q): J - Detected below PQL but above MDL: Estimated
 S - Spike Recovery Outside Acceptance Limits
 B - Analyte detected in associated Method Blank
 N - See case narrative for explanation

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Note: The sample results reported are based on the sample aliquot(s) tested.

CLIENT: Wightman Environmental
Lab Order: 1212018
Project: Southshore
Lab Sample ID: 1212018-08A

Project Number: 120145
Client Sample ID: SS-3
Collection Date: 12/4/2012
Matrix: SOIL

Analyses	Method Ref.	Result	Q	PQL	Units	DF	Analyst	Date
Total Mercury by CVAA								
1. Mercury	SW7471A	150		50	µg/Kg-dry	1	RHS	12/10/2012
Total Metal(s) by ICP								
1. Arsenic	SW6010B	18,000		1,000	µg/Kg-dry	1	RHS	12/12/2012
2. Barium	SW6010B	99,000		500	µg/Kg-dry	1	RHS	12/12/2012
3. Cadmium	SW6010B	370		200	µg/Kg-dry	1	RHS	12/12/2012
4. Chromium	SW6010B	10,000		500	µg/Kg-dry	1	RHS	12/12/2012
5. Lead	SW6010B	240,000		1,000	µg/Kg-dry	1	RHS	12/12/2012
6. Silver	SW6010B	< 100		100	µg/Kg-dry	1	RHS	12/12/2012
Total Selenium by NaBHR								
1. Selenium	SW7742	480		200	µg/Kg-dry	1	RHS	12/11/2012

Definitions: PQL - Practical Quantitation Limit
 DF - Dilution Factor

Qualifiers (Q): J - Detected below PQL but above MDL: Estimated
 S - Spike Recovery Outside Acceptance Limits
 B - Analyte detected in associated Method Blank
 N - See case narrative for explanation

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Note: The sample results reported are based on the sample aliquot(s) tested.

Lab Order: 1212018
 Client: Wightman Environmental
 Project: Southshore

ANALYTICAL DETAIL REPORT

Sample ID	Client Sample ID	Matrix	Test Name	Date Sampled	TCLP/SPLP Date	Prep Date	QC Batch	Analysis Date	Analytical Batch
1212018-01A	SB-1 (5')	Soil	Total Metal(s) by ICP	12/4/2012		12/6/2012	34570	12/12/2012	MTL_G_ICP_121212A
1212018-02A	SB-2 (3')	Soil	Total Metal(s) by ICP	12/4/2012		12/6/2012	34570	12/12/2012	MTL_G_ICP_121212A
1212018-03A	SB-3 (5')	Soil	Total Metal(s) by ICP	12/4/2012		12/6/2012	34570	12/12/2012	MTL_G_ICP_121212A
1212018-04A	SB-4 (2')	Soil	Total Metal(s) by ICP	12/4/2012		12/6/2012	34570	12/12/2012	MTL_G_ICP_121212A
1212018-05A	SB-5 (2')	Soil	Total Metal(s) by ICP	12/4/2012		12/6/2012	34570	12/12/2012	MTL_G_ICP_121212A
1212018-06A	SS-1	Soil	Total Mercury by CVAA	12/4/2012		12/10/2012	34581	12/10/2012	MTL_D_HY_121210A
	SS-1	Soil	Total Metal(s) by ICP	12/4/2012		12/6/2012	34570	12/12/2012	MTL_G_ICP_121212A
	SS-1	Soil	Total Selenium by NaBHR	12/4/2012		12/6/2012	34570	12/11/2012	MTL_C_FL_121211A
1212018-07A	SS-2	Soil	Total Mercury by CVAA	12/4/2012		12/10/2012	34581	12/10/2012	MTL_D_HY_121210A
	SS-2	Soil	Total Metal(s) by ICP	12/4/2012		12/6/2012	34570	12/12/2012	MTL_G_ICP_121212A
	SS-2	Soil	Total Selenium by NaBHR	12/4/2012		12/6/2012	34570	12/11/2012	MTL_C_FL_121211A
1212018-08A	SS-3	Soil	Total Mercury by CVAA	12/4/2012		12/10/2012	34581	12/10/2012	MTL_D_HY_121210A
	SS-3	Soil	Total Metal(s) by ICP	12/4/2012		12/6/2012	34570	12/12/2012	MTL_G_ICP_121212A
	SS-3	Soil	Total Selenium by NaBHR	12/4/2012		12/6/2012	34570	12/11/2012	MTL_C_FL_121211A



Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

The individual who prepared the response or the responsible corporate official acting on behalf of the cooperation must sign and date the statement, affidavit, or certification. Include the corporate official's full title.

Enclosure 4

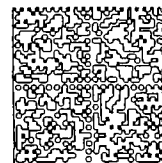
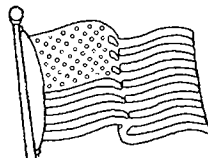
1. The dates of operation at this facility are 8/2005 thru present day. The facility was leased from 8/2005 thru 11/2012; it was purchased and has been owned and operated since 11/2012. See attached lease and purchase documents.
2. No.
3. Indratech does not own or operate any such waste management units, landfills, or waste storage areas.
4. There have been no such leaks or spills observed, reported, or documented during Indratech's period of operation / ownership at this facility.
5. No permits of this type have been granted.
6. To the best of my knowledge, no such person or persons exist, or have any pertinent information on this matter.
7. To the best of my knowledge, no previous owner of this site been responsible for any leaks or spills of any kind. See attached documents for environmental analysis dated 11/12/2012 and 3/20/2006.

All contributions and information are supplied by Dr. Surendra Khambete, CEO of Indratech LLC.

Signature Dr. Surendra Khambete

Date 2.10.14

SURENDRA KHAMBETE
1212 East Maple Road
Troy, Michigan 48083



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